

<b>Order ID:</b> ID04200021 <b>Modification:</b> 000 <b>Date:</b> 04 March 2021 Rev 24 March 2021	<b>GSA Senior Contracting Officer (SCO):</b> Name: Paula Mensah Phone: (b) (6) Email: <a href="mailto:paula.mensah@gsa.gov">paula.mensah@gsa.gov</a>		
<b>Client Organization:</b>  U.S. Special Operations Command (USSOCOM) Directorate of Operations, J3-International (J3-I) Division	<b>Primary Contracting Officer Representative (COR):</b> Name: (b) (6) COR, APM, RAA/VAK Phone: (b) (6) Email: SOCOM: (b) (6) Navy: (b) (6)		
<b>Project Name:</b>  Remote Advise and Assist Virtual Accompany Kit (RAA/VAK) Equipment and Support  <b>Vehicle:</b> One Acquisition Solution for Integrated Services (OASIS) MA-IDIQ – Pool 1  <b>NAICS:</b> 541330, Engineering Services	<b>Period of Performance (POP):</b> Base Period: 07/15/2021 – 07/14/2022 Option 1 Period: 07/15/2022 – 07/14/2023 (if exercised) Option 2 Period: 07/15/2023 – 07/14/2024 (if exercised) Option 3 Period: 07/15/2024 – 07/14/2025 (if exercised) Option 4 Period: 07/15/2025 – 07/14/2026 (if exercised) 6-MONTH Extension – 07/15/2026 – 01/14/2026 (if exercised)		
<table border="0"> <tr> <td style="vertical-align: top;"> <input type="checkbox"/> <b>Contract Type</b>  <input type="checkbox"/> Firm Fixed Price  <input checked="" type="checkbox"/> Cost Reimbursable  <input checked="" type="checkbox"/> Time and Material/Labor Hour  <input checked="" type="checkbox"/> Performance Based   <input type="checkbox"/> <b>Competition</b>  <input type="checkbox"/> Non-Competitive  <input checked="" type="checkbox"/> Competitive         </td> <td style="vertical-align: top;"> <input checked="" type="checkbox"/> <b>Funding</b>  <input checked="" type="checkbox"/> Severable  <input type="checkbox"/> Non-Severable  <input checked="" type="checkbox"/> Incrementally Funded  <input type="checkbox"/> Fully Funded   <input checked="" type="checkbox"/> <b>Commercial</b>  <input type="checkbox"/> Non-Commercial         </td> </tr> </table>		<input type="checkbox"/> <b>Contract Type</b> <input type="checkbox"/> Firm Fixed Price <input checked="" type="checkbox"/> Cost Reimbursable <input checked="" type="checkbox"/> Time and Material/Labor Hour <input checked="" type="checkbox"/> Performance Based  <input type="checkbox"/> <b>Competition</b> <input type="checkbox"/> Non-Competitive <input checked="" type="checkbox"/> Competitive	<input checked="" type="checkbox"/> <b>Funding</b> <input checked="" type="checkbox"/> Severable <input type="checkbox"/> Non-Severable <input checked="" type="checkbox"/> Incrementally Funded <input type="checkbox"/> Fully Funded  <input checked="" type="checkbox"/> <b>Commercial</b> <input type="checkbox"/> Non-Commercial
<input type="checkbox"/> <b>Contract Type</b> <input type="checkbox"/> Firm Fixed Price <input checked="" type="checkbox"/> Cost Reimbursable <input checked="" type="checkbox"/> Time and Material/Labor Hour <input checked="" type="checkbox"/> Performance Based  <input type="checkbox"/> <b>Competition</b> <input type="checkbox"/> Non-Competitive <input checked="" type="checkbox"/> Competitive	<input checked="" type="checkbox"/> <b>Funding</b> <input checked="" type="checkbox"/> Severable <input type="checkbox"/> Non-Severable <input checked="" type="checkbox"/> Incrementally Funded <input type="checkbox"/> Fully Funded  <input checked="" type="checkbox"/> <b>Commercial</b> <input type="checkbox"/> Non-Commercial		

## **1.1 INTRODUCTION**

The General Service Administration (GSA), Federal Acquisition Service (FAS), Assisted Acquisition Service Division (AASD) has a procurement request from the United States Special Operations Command (USSOCOM), MacDill Air Force Base, Tampa, Florida.

## **1.2 Background**

The Program Executive Office (PEO) for Special Reconnaissance (SR) office is located in Tampa, Florida. The primary mission of PEO-SR is to support the Joint Warfighters and their infrastructure. PEO-SR is engaged in work that includes integration, test and evaluation, fielding, training, certification, maintenance, life-cycle sustainment management support and field service technical support of the Remote Advise and Assist Virtual Accompany Kit (RAA/VAK) equipment for various Joint Warfighter customers. The RAA/VAK support requires that the government have the adaptability and flexibility to procure technical surveillance systems and sensors from multiple sources, field, and train these systems in near real-time. In many cases, the window of opportunity for success is less than 60 days from the time of the requirement notification. This means that PEO-SR must have the systems ordered, fielded, and personnel trained within 60 days of receipt of requirement.

## **2.0 SCOPE**

The scope of this effort is to provide technical support in the form of Field Service Representatives (FSRs) to USSOCOM forces. This involves advising and training on the employment of RAA/VAK equipment support to Special Operations Forces (SOF) military units, SOF Component Headquarters, and Theater Special Operations Commands (TSOCs). This technical support also includes providing direct lessons-learned, operational training and technical support personnel to Continental United States (CONUS)-based operators and deployed SOF units for the duration of their rotations, quick-reaction support, and general technical support to the USSOCOM Program Office. This effort will require the Contractor to manage a large, geographically dispersed workforce and have the ability to respond rapidly to emergent requirements.

The scope of this effort is to provide training support in the form of RAA/VAK New Equipment Training (NET) to USSOCOM forces. This involves advising and training on the employment of RAA/VAK equipment support to SOF military units, SOF Component Headquarters, and TSOCs.

The Contractor shall ensure performance by qualified personnel during entire task order period of performance. The Contractor shall ensure no interruption of mission occurs. Throughout

phase-in/phase-out period(s), if required, it is essential that attention be given to minimize interruptions or delays to work in progress that would impact on-going missions. The Contractor shall plan for the transfer of work control, delineating the method for processing and assigning tasks during phase-in/phase-out period(s). The Contractor shall provide weekly updates during phase-in/phase-out period(s) to ensure the Government is fully informed of a transition status and any issues that may be identified.

This SOW covers the procurement and/or manufacture of Commercial-Off-The-Shelf (COTS) and Non- Developmental Item (NDI) RAA/VAK equipment. Also included will be logistic support from accountability to air time, specialized training, and field service technical support for the RAA/VAK equipment. The work consists of network architecture, operations, device management, training and maintenance services. The scope also consists of Programs of Instruction (POI) development for all devices and network configurations and operations in support of ground operations. This includes the training and instruction for operations and maintenance of operations for all fixed and mobile devices to include network operations and server support.

This fully functional and robust capability is designed for a total force operation intended to monitor and de-conflict green on green, green on blue with Position Location Information (PLI) devices to unilaterally operate, maintain, and sustain RAA/VAK Operations.

## **2.1 Place of Performance**

Work will be performed globally to include but not limited to the following:

- 2.1.1 Headquarters, United States Special Operations Command (HQ USSOCOM)
- 2.1.2 U.S. Army Special Operations Command (USASOC)
- 2.1.3 Naval Surface Warfare Center (NSWC)
- 2.1.4 Special Operations Command Africa (SOCAF)
- 2.1.5 Special Operations Command Central (SOCCENT)
- 2.1.6 Afghanistan AOR
- 2.1.7 Special Operations Command Europe (SOCEUR)
- 2.1.8 Special Operations Command Pacific (SOCPAC)
- 2.1.9 Special Operations Command, Southern (SOCSOUTH)
- 2.1.10 Special Operations Command Korea (SOCKOR)
- 2.1.11 U.S. Special Operations Command, North (SOCNORTH)
- 2.1.12 U.S. Marine Corps Forces Special Operations Command (MARSOC)
- 2.1.13 Joint Operational Stocks (JOS) Program

### **3.0 PERFORMANCE REQUIREMENTS**

The following paragraphs list all required support tasks that shall be required throughout the task order life. The Contractor shall provide necessary resources and knowledge to support the listed tasks. The Contractor shall complete all required tasks while controlling and tracking performance and goals in terms of costs, schedules, and performance.

#### **3.1 SYSTEMS AND EQUIPMENT**

The Contractor shall be responsible for the acquisition of RAA/VAK equipment in accordance with the specifications provided by the government. All items shall conform to applicable mission set product validation, security, identification, and tracking requirements. Those Contractors who do not meet the required validation, security, identification, and tracking requirements shall not be considered for award.

The Contractor shall provide the equipment, accessories, and all associated documentation such as: operator/maintenance manuals, technical specifications, parts lists, drawings, installation instructions, etc. (CDRL A001). Each request shall specify the specific equipment performance requirements or brand name product and the minimum delivery schedule for each item ordered. The Contractor shall be required to establish purchasing agreements either directly with the OEMs or their distributors in order to provide rapid acquisition services for this equipment. The Contractor shall obtain pricing information, prepare supporting documentation, and determine the expected delivery date for all procurement items. Government approval will be required prior to ordering the material.

The Contractor shall provide Cataloging information on all parts/materiel purchased to ensure proper identification of Original Equipment Manufacturer (OEM) part numbers, OEM CAGE codes, nomenclatures and purchase costs per item. The Contractor shall coordinate with the PEO-SR RAA/VAK Logisticians and DPAS lead to ensure all items are properly identified and cataloged prior to shipment. All Contractor shipments to PEO-SR designated recipients will include a MIL-STD 129 compliant label to properly identify its contents with the applicable catalog information.

#### **3.2 RAA/VAK Categories**

The following list provides a minimum representation of the RAA/VAK categories that shall be made available under this task order. The categories listed are NOT all inclusive but provide a representation of the various types of RAA/VAK equipment that the Government anticipates requirements for under this task order.

##### **(a) Remote, Advise and Assist/Virtual Accompany Kit (RAA/VAK) Systems**

The RAA/VAK gives operational forces the ability to track, communicate, and transmit

information in challenging operational environments. The kit components are commercially available products. Additionally, RAA/VAK components take advantage of different network types for redundant communication within areas lacking network coverage. For environments without any available networks, RAA/VAK communication and navigation tools use a Gridded Reference Graphic (GRG) that is preinstalled on the supplied devices.

The VAK enables partner nation forces to collaborate with U.S. Forces by sending messages from their end user devices over an Internet protocol network. These networks are facilitated

by the RAA/VAK's Data Island, which includes components that provide local network coverage in the form of Wi-Fi or 4G cellular, depending on the VAK model. The Data Island connects the local area network to the Internet using satellite communication (SATCOM) or commercial cellular, whichever is available. Users can collaborate by exchanging personal location indicator (PLI) or unit locations and can share user obtained coordinates of relevant objectives, chat messages, and multi-media sources from the field to the Operations Center (OPSCEN).

#### (b) Secure Communications

Secure communications systems for tactical applications to include voice, data, cellular, wireless, satellite, computer networks and other technical approaches.

#### (c) Sensor Systems

Sensor systems are switching systems that physically detect a change in its current working environment. Among these physical changes are motion detection, seismic detection, magnetic detection, acoustic detection, time lapse and still imaging. Upon detection, the sensor can serve as an interface to power up or down other systems connected to it; for example, unattended activation of the audio and video systems.

### 3.2.1 Quick Reaction Capability

The Contractor shall ensure the servers are operational 100% of the time. In the event of a server or data outage, the Contractor shall be responsible for identifying the problem, conducting reach-back as needed for technical support, and employing a technical solution on an accelerated basis to avoid further mission delays. Additionally, once the Contractor has been notified about a server or data outage, the Contractor shall inform the government PM within one hour and provide an update every hour until resolved. The government's expectation is for the Contractor to obtain resolution within four (4) hours.

### 3.2.2 Equipment and Material Support

The Contractor shall provide various equipment/material support that ranges from procurement, integration, and delivery. The Contractor shall have the proper import/export licenses at task order award.

### 3.2.3 Equipment/Material Procurement

Equipment/Material procurement requirements are designated in SOW Paragraph 3.4.6.4 and 11.2.

### 3.2.4 Maintenance

The Contractor shall establish maintenance agreements with all of the product vendors to allow for repairable equipment that is out of warranty to be serviced or repaired. The Contractor shall have maintenance agreements with all product vendors from which repairable equipment has been procured using this contract. The status of all items undergoing repair shall be provided as an attachment to the monthly status report (CDRL A004).

### 3.2.5 JOS Directive

In accordance with the JOS Directive, when an equipment loan is requested and approved via the JOS Application in the USSOCOM Special Operations Logistics Management System (SOLMAN), the JOS Acquisition Program Management Team (APMT) notifies the PMO, FSR, and the OEM. The OEM will prepare the equipment and for shipping per the JOS Loan Request and IAW the established procedures for RAA/VAK. The OEM will provide the JOS APMT with the package weights and dimensions and serial number of equipment being shipped. The APMT will provide the OEM with the shipping label to print and affix to the packages. The OEM will notify APMT and FSR when the package(s) have been picked up for shipment. The equipment is then tracked in the JOS Application in SOLMAN until the loan returns. The contractor shall track the equipment in IAW DPAS policy to report on the monthly inventory CDRL (A002). Once returned, the OEM will technically inspect the equipment and document any shortages or significant damage, which will be reported to the JOS APMT for resolution. Once the JOS Loan is resolved, the Loan is closed.

## **3.3 PROGRAM MANAGEMENT**

The Contractor shall work closely with the Government Contracting Officer's Representative (COR) and when applicable provide support at the sponsor level.

### 3.3.1 Program Support

The Contractor shall provide the coordination of meetings, preparing budget drills, preparing training schedules, preparing equipment forecast drills, material tracking, developing agenda items, attending high-level meetings, generating minutes, and tracking action items may be

required. Program support may require significant coordination and interface with various DOD and non-DOD activities located in and out of CONUS.

### 3.3.2 Program Support Documentation

The Contractor shall draft and/or develop various documents (CDRL A001). At a minimum, the following documents are typical deliverables that the Contractor shall have knowledge writing.

- Cost Estimation
- Meeting Agenda and Minutes
- Plans of Action and Milestone
- Work Breakdown Structure (WBS)
- System Architecture Development e.g. status quo, current state, future state but not limited to the stated
- Estimate at Completion (EAC)
- Testing Plans and Documentation

## 3.4 SYSTEMS ENGINEERING SUPPORT

### 3.4.1 Systems Engineering Management

The Contractor shall provide technical exploration for systems that are robust, reliable, high quality, supportable, cost-effective, and responsive to the needs of the government.

### 3.4.2 Research, Analysis, Planning and Preparation for Installation on Sites

The Contractor shall research, analyze and translate data into qualitative and quantitative technical requirements to allow for planning and project start-up, including site survey and analysis, identification of requirements, statement of existing systems/equipment/technologies,

considerations and comparisons of candidate solutions, recommendations, scheduling and implementation schedule, work breakdown structures, logistics support, and cost. The Contractor shall generate project management planning documents that will become the basis for further project management. Work also will involve restructuring computer databases for optimum access by the requiring agency as well as other government and non-government entities.

3.4.2.1 Research involves investigation of existing or proposed functions of a site, including mission requirements, existing capabilities, physical specifications/limitations, problem areas, inter facility and intra facility requirements, environmental impacts, scientific research effects, and special considerations.

3.4.2.2 Analysis includes evaluation of requirements derived from data gathered

during the site survey. It also includes considerations and comparisons of candidate solutions, discussing the advantages and disadvantages of the systems/equipment/technologies explained above. Based upon these considerations, the Contractor shall make recommendations for and report on the best solution.

3.4.2.3 Planning and preparation includes the implementation schedule; presenting a systematic and integrated approach to accomplishing new installations and/or upgrading existing equipment, including dates of procurement, shipment/transit, installation and checkout, methods of dual operations, and training. It also reflects the logistics support approach for training, maintenance, parts support, documentation, and other logistic needs as required. Cost data will provide the procuring activity with estimated budgetary information for planning purposes.

3.4.2.4 The Contractor shall prepare reports, plans, summaries and/or briefings that describe the topics described above. The Contractor's format is acceptable.

3.4.2.5 The Contractor shall document and manage all approved equipment/materiel revisions and ensure proper identification and item markings reflect the approved revision part number/model number.

### 3.4.3 Technology Investigations

The Contractor shall investigate apparent solutions to problems in an assigned technology area and compare these solutions to the technical requirements determined under that task. The Contractor shall:

3.4.3.1 Obtain and review public, government, and privately held literature.

3.4.3.2 Obtain technical expertise and recommendations from experts, both inside and outside the government, including private industry, colleges and universities, and international experts.

Prove how the possible solutions fulfill the technical requirements and operational mission requirements.

- The Contractor shall prepare a report that specifies the criteria used to select potential solutions for parts obsolescence and technical insertion to keep capability current. The report shall demonstrate the applicability and effectiveness of the criteria. The unacceptable solutions shall be identified, and how and why each solution failed to satisfy the specified criteria shall be discussed. The report shall include a list of solutions that satisfied the criteria and a recommended course of



action. The remainder of the report shall then clearly show the correlation between each solution and the technical requirements. Unless otherwise specified, the Contractor's format is acceptable.

- The Contractor shall research material, equipment, and software to enhance the RAA/VAK mission set capability and system architecture development.

#### **3.4.4 System Design & Documentation**

The Contractor shall be able to support the engineering effort required to prepare and assure that the detailed technical data documentation that is necessary to support system architecture and system development reflects the latest design, configuration, integration, and installation concepts. Technical documentation shall be in a form of paper, electronic (digital) or interactive computer systems.

### **3.5 TECHNICAL SUPPORT**

The Contractor shall provide services in the specified location of the requested Area of Responsibility (AOR) for device installations, device management, and training efforts. The Contractor shall provide server quick reaction capability support and surge support implemented in accordance with the COR direction and Government requirements; and be able to implement data management and tag command and control. The Contractor shall provide technical advice to the Coalition and Government users and command channels. The Field Service Representative (FSR) will be highly capable of interacting with a broad spectrum of individuals to include senior Department of Defense (DoD) officers and staff, as well as within a Joint Interagency or Intergovernmental and Multinational Environment. OCONUS services will be performed simultaneously at all locations. A contiguous United States (CONUS)-based System Architect/System Administrator/FSR will be required to provide network and software architecture services in addition to performing device management roles, which include provisioning and re-provisioning devices into the system architecture, ensuring data is passing through the architecture, ensuring end user devices (EUD) are seen in ATAK, ensuring devices are displaying on the Common Operational Pictures (COP), and ensuring airtime is working properly and tracking usage. The FSR services personnel shall be capable of deployment within 25 days to provide installations, technical advice, device management, system administrative duties, and Program of Instruction (POI) to the users in the requested AOR. Minimum SECRET security clearance required to support this task order – Exact Security Requirements are outlined in Section 14.0.

#### **3.5.1 Site Surveys and Studies**

The Contractor shall conduct site surveys to determine the optimum locations and configurations for equipment/system installations, modifications, or upgrades. The Contractor must be capable of gathering all pertinent environmental, engineering, configuration and design information relevant to site conditions, analyzing the collected data, performing necessary calculations to make technical recommendations, and preparing technical reports and documentation for a

specific engineering change proposal, installation, modification, or system upgrade.

The Contractor shall consult with the unit commander and end user within the AOR in order to determine if the unit's requirement is to utilize a cloud solution or physical servers for Tactical Assault Kit (TAK) server. If a cloud solution is desired the Contractor shall develop a solution based on the required number of kits. If physical servers are required the Contractor shall conduct a site survey with the unit J6 or designated representative(s) to establish location of the servers and any necessary hardware required to access to the servers to include but not limited to routers, monitors, keyboard, video and mouse (KVM) switches, cables, or any other peripheral deemed necessary to operate a server in the designated data center. After the determination for cloud or physical setup is approved, a domain name will be established for access and the Contractor shall perform the installation.

In locations where physical servers are in place and the unit commander requests to migrate to a cloud solution, the Contractor shall reassess the unit's number of kits and work with the unit to determine the number of Virtual Machines required. The Contractor shall establish the cloud server solution and develop a timeline and the associated cost (to include disposal of the legacy server) with the unit for switching over the kit access to the new server based on mission requirements.

The Contractor shall work with Program Office Cyber personnel and unit J6 personnel to establish the necessary controls that are applicable to the TAK servers based on the Risk Management Framework (RMF) guidelines for USSOCOM to obtain the proper Authority to Operate (ATO) for the TAK servers.

### **3.5.2 Lifecycle Logistics Support**

The Contractor shall be able to apply engineering and analytical disciplines required to implement life-cycle (acquisition) logistics as a multi-functional technical management discipline associated with the experimental development, design, development, test, production, fielding, sustainment, and improvement modifications of cost effective systems that achieve the warfighter's peacetime and wartime readiness requirements. The principal objective of lifecycle (acquisition) logistics are to ensure that support considerations are an integral part of the system's design requirements, that the system can be cost effectively supported through its life-cycle, and that the research and development facilities and infrastructure elements necessary to the design, development, initial fielding, and operational support of the system are identified, developed, acquired, and supported. Lifecycle Logistics is

NOT to be confused with supply logistics which is a very general and non-technical term.

### **3.5.3 Training Services Support**

The Contractor shall be able to apply the engineering and analytical disciplines required to ensure that the warfighter and technical support community is provided with adequate instruction including applied exercises resulting in the attainment and retention of knowledge, skills, and attitudes regarding the platforms, systems, and warfighting capabilities they operate and maintain.

The Contractor shall be trained and certified to provide operator level training for handheld devices and the VAK system. Training shall be provided with COR approval to ensure the unit's users can properly employ the VAK system and designated individuals can teach classes on the operation and use of devices to the end users. Training shall also include instruction on programming devices using the satellite terminal emulator software. The Contractor shall provide the COR a record of course attendance and results of the training upon completion of the course.

A completed Training Support Report (CDRL A006) shall be submitted after each training event. The Contractor shall assist with the setup and troubleshooting of the devices.

#### 3.5.3.1 Training Support

Although training support will normally be provided at CONUS locations, the Contractor shall occasionally be required to provide training support in hostile areas. The Contractor shall customize and update as required a POI on the use of the mission set of RAA/VAK devices with special emphasis on presenting the appropriate Training, Tactics and Procedures (TTPs) for the end user's mission. Based upon the equipment needed to meet mission requirements, the Contractor may be required to augment the training team with engineering support from the equipment manufacturer. The Contractor shall develop a presentation and provide all training course documentation for Government approval required for each course.

The POI will provide for four days to five weeks of training for each class (up to twenty (20) personnel per class unless the unit commander requests an increase in personnel; the student to instructor ratio is four students to one instructor) either at the Contractor's facility or a government provided facility. The training course will be tailored to meet the mission requirements and the end user's schedule. The POI may require modification if the mission requirements or TTP changes. These changes will be brought to the Contractor's attention No Later Than (NLT) six weeks prior to the course start date. The training will include:

- An overview of the RAA/VAK mission, mission set and techniques
- Training in operation and maintenance of the RAA/VAK mission set to be deployed
- Instruction of personnel in proper mission planning and TTPs
- 
- Operational exercise scenarios to demonstrate real-world operation of these systems
- Enable "train the trainer" capability that will provide necessary "hands-

on” training for FSRs to afford the units the opportunity to empower the units’ designated personnel the ability to conduct a in-house training ad hoc with minimal reach back support

The Contractor shall provide Mobile Training Teams (MTTs). These MTTs shall:

- Consist of one (1) Master Trainer and three (3) trainers.
- Present the POI as required and requested by the supported units. TSOCs will obtain NET and pre-deployment training sessions from Component locations.
- Provide training sessions concurrently in disparate geographic locations (typically CONUS based unit locations).
- Acquire vehicles to support lessons in practical application of RAA/VAK installation procedures and use for tracking targets.
- Arrive on-site in sufficient time prior to a training event in order to execute all activities necessary to conduct training, including final coordination with host activities and units receiving training, configuring and testing of the equipment, preparing training support items (including vehicles), and conducting exercise rehearsal(s).

The Contractor shall provide specialized RAA/VAK material, training and technical support to designated personnel in the requested AOR who are preparing to deploy to respective locations. RAA FSRs shall be Contractor trained and certified to present training, install updates and configure components in order to maintain the VAK and to provide reach-back support to the System Architect, VAK and component systems OEMs, and other resources.

Additionally, the RAA FSRs shall be certified and equipped to re-provision Iridium modems in the field, thus allowing this function to be performed at the forward unit rather than requiring that the devices be returned to the OEM. The FSR shall be able to implement and troubleshoot data management and edge device command and control in support of the wide range of RAA CONOPs in addition to support troubleshooting, system integration, and testing for deployment kit design, device configuration, server configuration, system/kit testing, and mission set documentation. The scope of training support includes customizing and establishing a POI on the use of the VAKs, and providing specialized VAK training to the designated personnel both CONUS and OCONUS. The scope of technical support includes providing direct technical support personnel to deploy with designated personnel with special emphasis on presenting appropriate training, tactics, and procedures for the units’ duration of deployment, if required by the COR, and providing general technical support to both training and direct support personnel.

Working with Special Operation Forces (SOF) operators, applications' familiarization shall include, but not be limited to:

- a. Device Management related to various Green Force Tracking technologies and other end user devices and or tagging, tracking, and locating material employed by SOF forces in theater
- b. Google Earth and various mapping applications employed by SOF to provide Common Operational Pictures
- c. Enhance Mobile Satellite Services (EMSS)
- d. Unitrac System Administration
- e. Mobile server, Wi-Fi, and Broadband Global Area Networks
- f. Linux and Windows Based Servers
- g. Android Tactical Assault Kit (ATAK) Phones
- h. Domain Name Servers
- i. Firewall Management Applications
- j. Open Virtual Private Networks
- k. Virtual Machines
- l. Python Programming
- m. TAK Server (US ONLY)
- n. Manage Engine Mobile (MDM) to include other similar device manager service(s) solutions as directed by the government.
- o. Amazon Web Service (AWS) to include other similar server solutions as directed by the government.

At the conclusion of training, the student will be able to plan and conduct basic RAA/VAK operations using field representative equipment. Initial training customization will be accomplished prior to the first scheduled training session via consultation with the COR, end user leadership, and training personnel with the Contractor's subject matter experts. Ongoing training customization will be accomplished via continual consultation with the above sources plus feedback from students, sponsors, and operational results from deployed technical support personnel.

#### 3.5.3.1 Training Support Execution

The Government will provide the list of unit POCs per AOR and current training schedule with POCs. Tentative training schedule dates will be based on unit end user pre-deployment(s) schedule. The Contractor shall contact the unit POC(s) to coordinate the schedule upon contract award. Specific locations and dates for each team will be agreed upon with the COR in a timely manner to allow adequate pre-course coordination. The Contractor shall provide training teams skilled in the use of the RAA/VAK equipment to present the POI.

Pre-course Preparation: Prior to the commencement of each course, the Contractor shall carry out the necessary precourse preparation activities. These activities will include, but are not limited to:

- Travel planning (mode of transportation, per diem rates, hotel, etc. estimates/quotes) and travel to the specified training location
- Coordination with host activities and survey of actual sites and training venues
- Preparation of student course materials, including COR approved POI modifications
- Coordination of rental cars leasing and/or use of government vehicles for training purposes
- Configuration and testing of the Government furnished equipment
- Coordination of use of any supplemental instruction aides
- Coordination of security requirements
- Operational exercise planning and rehearsal

The Contractor shall conduct an initial site survey and direct coordination with end users and host facility managers at the specified locations as soon as possible after agreement with the Government on the location and dates of the training. The expectation is that the Contractor shall be able to accomplish the initial coordination no later than three

(3) weeks prior to the start of training. The necessary Government personnel will be available for coordination during the initial site survey and during the week prior to training.

Depending on the end user requirement, the Contractor's training team shall arrive on site one day to one week prior to execution of a training block. The team shall execute all activities necessary to conduct training, including final coordination with COR, host activities, and end users receiving training, configuration and test of the RAA/VAK equipment, preparation of training support items (including vehicles), and exercise rehearsal(s).

The Contractor shall arrange for suitable facilities for training either at the host activity, CONUS or OCONUS, or at the Contractor's facility.

Post Course Evaluation and Logistics: Upon the completion of all courses within a training block, the Contractor shall carry out a series of close out activities including, but not limited to:

- Post-course evaluation with the COR, sponsor personnel and/or end user leadership
- Recommend POI modifications and provide other feedback as necessary
- Final configuration and test of RAA/VAK equipment before release to units
- Return of any sponsor provided equipment

#### **3.5.4 Direct Technical Support**

To support the Sponsor's in-theater requirements, the Contractor shall provide FSRs for direct technical support to end users in hostile areas; including but limited to the following AORs as coordinated with the designated PMO personnel, COR, end user leadership, and training personnel.

As required to support the Sponsor's OCONUS requirements, the Contractor shall provide FSRs for assignment to designated units/locations. The FSRs shall be required to travel OCONUS for

specialized support.  
embedded within the supported unit for approximately

The FSRs shall be

120 days per rotation; however, based on environmental conditions, user demands and personnel availability, this assignment may be extended or the FSR may be scheduled for an additional OCONUS assignment at the completion of the initial assignment. The Contractor shall provide each deploying FSR with a kit that includes required installation tool kit equipment, test equipment, and personal protective equipment.

The Contractors' FSRs shall provide technical advice to end users and end user leadership, provide New Equipment Training (NET), provide refresher training to end user personnel, assist in the planning of operations, and assist end users in maintaining and configuring RAA/VAK equipment. They shall also serve as a point of contact for the end user for capturing lessons

learned. If resources are not available in forward deployed locations, the FSRs shall reach back to CONUS for spares, replacements, specialized systems and packaging, and technical support from the Contractor and/or OEMs. The end user will provide Secret Internet Protocol Router Network (SIPRNET) access to the FSR personnel in-country to exchange sensitive information (e.g. lessons learned and technical support requirements) with Contractor support personnel.

The Contractor shall provide FSRs as follows to meet Initial Operational Capability (IOC) per the SORRD:

- USASOC – Two (2) FSRs
- NWSC – Two (2) FSRs
- SOCAF – **Five (5)** FSRs Total with One (1) FSR positioned in Stuttgart, Germany
- SOCCENT – Two (2) FSRs
- **Afghanistan – TBD**
- SOCEUR – One (1) FSR
- SOCPAC – Two (2) FSRs
- SOCSOUTH – One (1) FSR
- SOCKOR – One (1) FSR
- SOCNORTH – One (1) FSR
- MARSOC – One (1) FSR
- Afghanistan – Four (4) FSR

Full Operational Capability (FOC) FSR requirements will be determined by the Government. The Government will provide the FOC FSR requirement to the Contractor once approved.

### **3.5.4.1 Direct Fielding Support Services**

3.5.4.1.1 The Contractor shall be trained and certified to install, operate, maintain, and provide sustainment support for the personal body worn data devices. Additionally, the FSRs

will be certified and equipped to re-provision Iridium modems in the field, thus allowing this function to be performed at the forward unit rather than requiring the devices be returned to the original equipment manufacturer (OEM). The devices shall have related accessories, on-site Contractor support and maintenance services as required to support current missions.

3.5.4.1.2 OCONUS personnel shall provide support at the requested AOR location. Surge support may be implemented based on COR direction and requirements. The Contractor(s) at the deployed location shall be capable of trouble shooting the network, performing quick reaction capability, device management, over the air programming, monitoring network operations, fielding support, and providing overall assistance to the unit personnel with the components that support the visualization of the devices. The Contractor shall provide FSR support for hardware and device configuration with reach-back capability if required by the Government or users. The CONUS-based Network Architect/Device Manager shall ensure the devices are provisioned, as directed by the COR, in the RAA architecture. The Contractor shall ensure all devices can be seen utilizing the various mapping applications employed by SOF to provide Common Operational Pictures (COP).

3.5.4.2 Handheld devices' batteries shall be replaced, as required, and configured for operational usage. The handheld devices shall be programmed and configured with reference document with a callable setting utilizing Advanced Encryption Standard (AES) 256 encryption to include, but not limited to, any future programming updates. The encryption shall work with the existing Unitrac server. The handheld devices shall be configured to provide location data only with all other functions disabled, with a locked screen appearing, and the emergency button disabled.

3.5.4.3 The Contractor shall coordinate devices' airtime activation and deactivation approvals through the United States Special Operations Command Program Executive Office Special Reconnaissance PMO.

3.5.4.3.1 The Contractor shall be required to maintain a master database for inventory control of each VAK mission set and associated Subscriber Identity Module (SIM) card. Documentation on the handhelds shall maintain inventory control by recording the International Mobile Equipment Identity (IMEI) number, date and location issued, and Unit designation of end user. The Contractor shall develop and maintain the documentation and provide to the COR as requested (CDRL A002).

#### **3.5.4.2 Direct Fielding Support**

The Contractor shall provide technical and training support to meet direct support requirements.

- a. Provide CONUS VAK training to enable "train the trainer" capability that will provide



necessary “hands-on” training for FSRs with two (2) week courses and four (4) day courses (course locations will be held in various locations determined by the Unit).

- b. Provide RAA/VAK equipment refresher training to Special Operations (SO) personnel preparing for deployment.
- c. Assist users in maintaining and configuring RAA/VAK equipment for and in between various training exercises and operations.
- d. Serve as points-of-contact for capturing lessons learned.
- e. Maintain accountability of RAA/VAK equipment involving receiving and inventorying equipment and preparing kits for unit deployment
- f. Provide CONUS VAK and server-related training and technical discussions with fabricator or other third- party vendor to enable legacy and current server hardware (HW) and software (SW) configuration, maintenance, and troubleshooting that allows for Contractor to provide ongoing server information technology/systems administration (IT/SYSADMIN) functions for operation of OCONUS TAK Server and CONUS-based backup server, if required.
- g. Develop an operator level training POI for the VAK employing performance oriented training methods for delivery to U.S. forces during pre-deployment activities.
- h. Communicate with the RAA/VAK PMO Product Line Manager regarding lessons learned, device limitations, storyboards/vignettes, unit concerns, etc.
- i. Be prepared to train deployed U.S. forces and their counterparts on VAK in theater.
- j. Develop training material, using imaging wherever possible, i.e., “Quick Start Setup Guide”, for delivery to U.S. forces to support U.S. forces training counterparts.
- k. At Government direction, train deployed U.S. forces on the VAK as pre-deployment training CONUS and also OCONUS in theater.
- l. The Contractor shall provide the COR a record of course attendance and results of the training upon completion of the course (CDRL T002). The Contractor shall assist with the setup of the devices and assist with troubleshooting the devices.
- m. Be well-versed with the configuration, testing and, operational employment of VAK equipment.
- n. Provide technical subject matter expertise and operational planning input for implementation of the VAK.
- o. Establish and maintain TAK servers to include system administration, maintenance, and support based on the specifications provided, if required. The system administrative duties include but not limited to open virtual private network (VPN) for end user connections, IPsec VPN for connection to the Advance Intrusion Detection Environment (AIDE) servers, VirtualBox for Tactical Assault Kit (TAK) server VM's, OwnCloud / NextCloud for client certificate distribution and FSR certificate management, Tracker Management interface (using Apache, PHP, mysql, bash, python), VPN and TAK server certificate management scripts (using easyRSA and bash), Router/Firewall (and AWS VPC equivalent) configuration and maintenance, and device management.
- p. Provide quick reaction server maintenance and troubleshooting to resolve critical

incidents with OCONUS operational server and CONUS backup server, if required.

- q. Critical incidents include: system communication failures, link failures, service interruptions, and other general outages of services. All non-critical problems shall be addressed via weekly reports and email. The Contractor shall notify the Government that critical failure is occurring. In the event of failures or outages, the Contractor shall recover the degradation of service in the most expeditious manner keeping the Government informed at all times.
- r. Implement data management and devices' command and control within constraints of devices and fielded HW/SW mission sets to support operational requirements.
- s. Provide technical advice to end users and command channels.
- t. Ensure users have the standard knowledge to operate independently.
- u. Assist users maintaining and configuring the equipment.
- v. Serve as the liaison for unit support between deployed forces and PMO.
- w. OCONUS personnel shall provide support at various U.S. controlled locations.
- x. Be capable of trouble shooting the network, device management, over the air programming where capability exists, monitoring network operations, fielding support, and providing overall assistance to the unit personnel with the components that support the visualization of the devices.
- y. Provide support for hardware and device configuration with reach-back capability if required.
- z. Ensure the VAK handheld tracking devices are provisioned, as directed by the COR, in the Host Nation architecture as well as additional handheld trackers allocated for this and any other follow-on effort.
- aa. Ensure the handheld devices shall be programmed with a callable setting utilizing AES 256 encryption. Ensure the handheld tracking devices training shall include instruction on programming devices using the satellite terminal emulator NAL software.
- cc. At the conclusion of the training courses, personnel shall be expected to be able to plan and conduct basic VAK RAA operations.
- dd. Provide operational feedback from deployed technical support personnel.
- ee. Develop test and evaluation criteria of the VAKs. Provide lessons learned on the operational use of the VAKs to determine the subsystem strengths and weaknesses that will be useful information in future integration efforts.
- ff. Facilitate shipment of handheld devices (SHOUT nano) from the respective AOR to NAL Research Corporation for device reconfiguration for the Defense Information System Network capability then shipping from NAL to the RAA/VAK OEM to be integrated into the VAKs before shipment to OCONUS. As directed by the COR, remove and ship devices for network flashing.

Ship to the below location:

NAL Research  
Corporation  
ATTN:  
9385 Discovery Boulevard, Suite 300  
Manassas, VA 20109

\*Please note shipping may change after award of contract. The COR will notify the Contractor of the POC and if the shipping address changes.

#### 3.5.4.3 System Integration and Testing

- a. The Contractor shall be responsible for ensuring the system configuration is in accordance with the government's technical specifications, device configuration, server configuration, system testing, and system documentation.
- b. The Contractor shall execute all necessary actions to procure equipment for the program office including vendor coordination, conducting inventory, system testing, and reporting equipment status.
- c. Upon receipt of equipment ordered from the equipment distributor(s)/ manufacturer(s), the Contractor shall accomplish acceptance as directed by the COR.
- d. The Contractor shall provide cellular data and voice service through subscriber identity modules for the operational devices for training and functional purposes. OCONUS service shall be required from network service providers specific to that country.
- e. Prior to installation or use of a device, the devices shall be provisioned for device airtime with AES 256 encryption and ping rates as directed by the Government. The standard activation or deactivation request shall be through the PMO office for approval and further coordination for activation.

#### 3.5.5 General Technical Support and Program Management

The Contractor shall provide a PM responsible for all activities performed under this effort, and to act as the primary interface with the COR and deployed site senior leadership. In addition, the Contractor shall provide general and technical support to the deployed FSRs and training teams. Specific scope of support includes quick-reaction technical assistance with emergent problems and opportunities; facilitating repair and return of equipment; facilitating minor product and tactics, techniques, and procedures improvements in response to operational feedback and requirements; conducting tests and assessments; facilitating distribution of software releases; providing logistical support CONUS and OCONUS; facilitating coordinating, staging, and arrival and travel of FSRs; and billeting and transportation in coordination with the COR. Weekly updates shall be provided and any additional reporting as required by the COR. Specifically, the Government requires that the Contractor provide the COR with a weekly FSR report (CDRL A015) that describes the current week's activities and details the next week's activities to take place. This weekly report shall be approved by the COR and any changes to

the weekly report shall  
for approval.

be directed to the COR

Special emphasis will be placed on those activities required to ensure overall quality of the effort; including POI currency and relevance, excellence in training presentation, and overall coherence between the training and feedback from FSR personnel.

Documentation such as training schedules, training materials, user manuals, lessons learned and other Government required documents will be maintained by Government. The Contractor shall provide a monthly After Action Review (AAR) Summary Report and Bi-Weekly Situational Report from the FSRs to the COR.

The Contractor shall identify, provide, and internally fund all training needs of their personnel performing quality functions. The Contractor shall provide qualified individuals at commencement of performance in accordance with the technical service requirements of this task as well as the personnel qualifications for the assigned labor categories. The Contractor shall maintain skill levels of all assigned Contractor personnel equivalent to the personnel qualifications identified in the labor categories. The government may require Contractor personnel to attend other training courses to provide skills or knowledge needed to effectively accomplish duties. Many times these training opportunities are not available in the commercial sector. In such instances, the COR/KO will provide specific instruction for attendance and payment prior to the training event.

#### 3.5.5.1 Procurement

The Contractor shall provide the procurement of equipment in support of the VAK material. Support will include all necessary actions to procure equipment for the program office including vendor coordination, conducting inventory, system testing, reporting equipment status, and the appropriate import/export license(s) to ship equipment and material worldwide.

#### 3.5.6 - BLANK

3.5.6.1.1 The Contractor shall maintain and track warranty life spans for all items ordered. The warranty tracking

log shall track items by serial number and shall be updated monthly to identify the time left on

3. 5.6.1.2 Upon receipt of equipment ordered from the equipment distributor(s)/ manufacturer(s), the Contractor shall accomplish acceptance as directed by the Government.

3. 5.6.1.3 The Contractor shall provide local cellular data and voice service through subscriber identity modules (SIM) for the operational devices for training and functional purposes. OCONUS service will be required from the respective AOR's network providers.

### 3.5.6.2 Repair, Warranty

### Maintenance, and

the original warranty (CDRL A003). If an extended warranty is available as a purchase option, the Contractor shall notify the Government of the added cost and must gain approval prior to obtaining the extended warranty. The Contractor shall provide the Government a copy of the warranty information log on a monthly basis.

3.5.6.3 The Government will notify the Contractor when an item has failed, so they can determine if the item is still under warranty. If the item is under warranty, the Contractor shall provide the Government a Returned Materials Authorization number and instructions on how to get the product repaired or replaced. The Government will not cover the cost of shipping faulty equipment while it is under warranty.

3.5.6.3.1 The Contractor shall establish maintenance agreements with product vendors to allow for the equipment to be serviced or repaired that are out of warranty. The Contractor shall arrange for shipping of the repaired item back to the required location.

3.5.6.3.2 The Contractor shall track software and firmware updates for equipment that require upgrades, if needed, or as recommended by the OEM.

### 3.5.7 Logistics Repair, Maintenance, and Warranty

3.5.7.1.1 The Contractor shall maintain and track warranty life spans for all items ordered. The warranty tracking log shall track items by serial numbers and shall be updated monthly to identify the time left on the original warranty (CDRL A003). If an extended warranty is available as a purchase option, the Contractor shall notify the Government of the added cost and must gain approval prior to obtaining the extended warranty. The Contractor shall provide the Government a copy of the warranty information log on a monthly basis.

3.5.7.1.2 The Government will notify the Contractor when an item has failed, so they can determine if the item is still under warranty. If the item is under warranty, the Contractor shall provide the Government a Returned Materials Authorization number and instructions on how to get the product repaired or replaced. The Government will not cover the cost of shipping faulty equipment while it is under warranty.

3.5.7.1.3 The Contractor shall establish maintenance agreements with product vendors to allow for the equipment to be serviced or repaired that is out of warranty. The Contractor shall arrange for shipping of the repaired item back to the required location.

3.5.7.1.4 If a device fails and requires repairs or replacement, the Contractor shall notify the OEM to ship the equipment to be repaired or replaced. The Contractor shall provide an expected repair date and inform the Government when the equipment will be back in

service. The Contractor shall arrange for shipping of the repair unit back to the required location. The Contractor shall track software and firmware updates for equipment that needs to be upgraded, if needed, or as recommended by the OEM. If an item is out of warranty, the Contractor shall establish maintenance agreements with product vendors to allow for the equipment to be serviced or repaired. Shipments and material shall be packaged and shipped using standard commercial practices for air and/or ground transportation. All materials shall be clearly marked with appropriate handling instructions. Unless otherwise directed by the Government, deliveries of vendor equipment shall be made to the determined Government site and be governed by the State Department's International Traffic in Arms Regulations and other export controls. Accordingly, any export of the material and equipment must comply with applicable regulations and restrictions. The Contractor shall promptly coordinate with the COR for material and equipment items that may be required to be shipped direct from Government facilities due to export control regulations preventing the shipment from the Contractor's facilities.

3.5.7.1.5 The Contractor shall track software and firmware updates for equipment that requires upgrades, if needed, or as recommended by the OEM.

3.5.7.1.6 The Contractor shall inform the government of any equipment that will be going end-of-life (EOL).

## **3.6 GOVERNMENT FURNISHED PROPERTY MANAGEMENT SERVICES**

### **3.6.1 General Requirements**

The Contractor shall be responsible for meeting the following general requirements.

The Contractor shall adhere to Federal Acquisition Regulation Part 45 concerning maintenance, use, and safety of Government Furnished Property (GFP). The Government will determine the value and administer distribution of items to the Contractor. Upon completion of this task, the Program Manager and the Contracting Officer Representative will coordinate appropriate return/disposal actions. The Contractor shall adhere to all DPAS procedures and policies for shipping and warehouse support.

The purpose of this task is to provide adequate DPAS trained Contractor support personnel to assist PEO SR/PM- TCC in implementing and systematically maintaining the Defense Property Accountability System (DPAS) Warehouse Module for the RAA/VAK program. DPAS is the only authorized Accountable Property System of Record (APSR) approved by the DOD. The Contractor shall provide personnel to disposition and convert all RAA/VAK inventory into DPAS. The Contractor shall follow the instructions and processes to convert USSOCOM inventory into the Government APSR, at this time, known as DPAS and maintain the DPAS Warehouse Module to ensure full accountability and auditability of RAA/VAK program inventory. Processes shall be provided by the government prior to implementation in order to maintain auditability/accountability and to meet DOD and USSOCOM Directives.

### **3.6.2 Scope**

The scope of work includes touch labor, technical disposition of material, and technical receipt of material into DPAS. The Contractor shall perform Supply Chain Management (SCM) functions which include receiving, warehousing, and material control for each task order scheduled to convert into DPAS. The Contractor shall perform to the standards and specifications contained in the task order, as supplemented by the USSOCOM DPAS Policy, which further define the specific requirements for this effort. Additionally, the Contractor will provide a Program Manager to coordinate Contractor team actions and attend DPAS/inventory related meetings to remain apprised of government planned activities.

The Contractor shall be required to attend training for each person accessing DPAS to perform supply chain functions. Training will be provided by the Government and augmented by Contractor personnel with the appropriate certification. In addition, Contractor shall add an option to train additional personnel at the discretion of the Government. The option shall be priced per person for one week of training for at least two personnel, but not more than two personnel.

#### **3.6.2.1 Transition**

Transition involves the conversion of RAA/VAK materiel from the current Contractor inventory system to DPAS. The Contractor shall be responsible for executing their proposed transition plan and for ensuring fully qualified personnel with the requisite background experience are in place no less than 14 days from task order award. The Contractor shall ensure no interruption of mission occurs during the transition period. Throughout the transition period, it is essential that attention be given to minimize interruptions or delays to work in progress that would impact the mission. The Contractor must plan for the transfer of work control, delineating the method for processing and assigning tasks during the transfer period. The Contractor shall provide monthly updates during the transition period to ensure the government is fully informed of the transition status and any issues that may be identified.

#### **3.6.2.2 Post Transition Inventory Management**

The Contractor shall be responsible for processing incoming Government inventory into the DPAS Warehouse Module and ensuring all key support documents for identifying the material are submitted to the RAA/VAK Program office for government acceptance. The Contractor shall also be responsible for managing and processing RAA/VAK inventory requisitions from authorized users and coordinating with the RAA/VAK program office to fulfill requisitions based on priority of need. The Contractor shall be responsible for maintaining the DPAS Warehouse Module inventory accuracy to account for all gains/losses so the system reflects the actual on-hand balance. Serially controlled items require inventory accuracy of 100%. Non-

serialized item inventory requires 95% accuracy. The Contractor shall provide physical access to the RAA/VAK program office for Government inventory checks on a routine/annual basis.

The Contractor shall also recommend high/low and refill points for all inventory items to ensure adequate inventory levels are maintained for RAA/VAK customers. As new RAA/VAK technologies are identified, the Contractor will provide the RAA/VAK program office with all DPAS Warehouse Module required data fields/codes to ensure the items are properly cataloged.

### **3.6.2.3 Qualified Personnel**

The Contractor shall be responsible for providing qualified personnel that meet the required skills and qualifications. The Contractor shall ensure personnel are fully trained to meet mission requirements on the first day of performance on the task order. Requests for qualification waivers will not be approved. No Contractor personnel may be under consulting contracts or agreements, 1099 arrangements or other arrangements that would be viewed as anything but an employer-employee arrangement.

#### **3.6.2.2.1.1 Management of Issues**

The Contractor shall address all performance issues and customer complaints to ensure the requirements defined in this task order are met successfully 100% of the time.

#### **3.6.2.2.1.2 Management of Positions and Shortfalls (Retention/Fill Rates)**

A Full Time Equivalent for this task order equates to 1,920 hours per year. The Contractor shall ensure any absences (including leave, medical emergencies, etc) lasting more than six (6) consecutive work days are back-filled with a qualified candidate for the duration of the absence or until permanently filled. The Contractor shall ensure fully qualified personnel are in place to fill vacancies when personnel depart this task order within three (3) weeks (21 days) of change in personnel status.

Surge capacity is defined as operational requirements that require additional Contractor personnel to support a specific need or contingency. For example, a backlog in a specific DPAS function or changes driven by a software modification. The Contractor shall ensure that surge capacity, when approved by the Contracting Officer's Representative (COR), is met by additional personnel assigned to the task order. Surge(s) in workload will not exceed the contracted labor allowances without the consent and approval of the Government Contracting Officer.

#### **3.6.2.2.1.3 Deliverables**

All deliverables shall be delivered to the COR. Acceptance of deliverables shall be performed by the COR. The COR will evaluate deliverables for completeness, correctness, and operations sufficiency of content. If the COR determines a deliverable is unacceptable, the Contractor shall correct all deficiencies within the timeframe stated by the COR. The acceptability of deliverables will be reflected in the Contractor's performance evaluation. The following



products shall be provided by the Contractor in the frequency and schedule provided below:

#### **3.6.2.2.1.3.1 Monthly Reports**

The Contractor shall submit a monthly report (A004) in a format agreed upon by the COR and Contractor. At a minimum, each monthly report shall include:

**3.6.2.2.1.3.1.1** The Contractor Name, Contract and Task Order Numbers, Project Name, and the applicable month and year of the report

**3.6.2.2.1.3.1.2** An overall task order summary identifying the current state of the requirement

Manpower Status which includes:

- Total number of contract personnel required

- Total number of personnel on task

- Major actions/events conducted during the month

- Projected major actions/event for the following month

- Current or projected difficulties/concerns

- Recommendations for improvement

- Chart depicting task order funding which includes, by CLIN:

  - Task Order Total

  - Amount Obligated

  - Amount Expended

  - CLIN Balance

- Chart depicting anticipated expenditures for the following month

- Reports on the transactions in DPAS, discrepancies, requisitions processed or filled

#### **Weekly Reports**

The Contractor shall submit a weekly report (A016) in a format agreed upon by the COR and Contractor. At a minimum, each weekly report shall include:

- Synopsis of key actions/events conducted during the week

- Projected actions/events for the following week with priority of effort

- Identification of any anticipated or on-going difficulties/concerns

- Personnel status: planned travel in support of tasks, leave/vacation, etc.

#### **3.6.2.2.1.3.2 Task Order Management**

The Contractor shall provide a Program Manager, with demonstrated project management experience, working on site and remotely as needed. The Program Manager shall ensure that PEO-SR DPAS

personnel requirements are met within the allocated resources of the task order, while properly

balancing cost,  
performance.

schedule, and technical

Program Manager Duties include:

- a. Oversee DPAS program work scheduled including real time tracking and effective management of numerous ongoing activities.
- b. Conduct pre-project planning as needed for multiple ongoing programs.
- c. Create project plans as needed.
- d. Recruit, interview and hire; OR train qualified personnel.
- e. Execute day-to-day management and administration contract personnel
- f. Assign support responsibilities and supervise all task efforts
- g. Utilize, control and re-direct Contractor workforce as necessary to complete tasks in accordance with scheduled milestones and budgetary constraints.
- h. Perform quality checks on all work products and interact continually with Government
- i. COR and any appointed Technical Representative (TR).
- j. Discuss concerns and ensure total product/service satisfaction with customer.

## 2. General Requirements

The DPAS Program Manager and COR may make provisions for DPAS Warehouse Technician personnel to work remotely for short periods of time. All personnel are expected to attend on- and off-site meetings scheduled by the DPAS Program Manager regardless of on-site or remote work status. DPAS assigned personnel will virtually attend meetings via telephone conference or other means (Skype, TEAMS, WICKR, etc.) as required. If space becomes available within USSOCOM facilities, personnel may be directed to work on those premises by the COR. Personnel working remotely shall be required to attend on- and off-site meetings scheduled by the RAA/VAK Program Manager.

### i. Specific Requirements

Personnel assigned shall successfully complete government provided SOCOM DPAS Material Management training DPAS Warehouse Technician (including Contractor) DPAS 9075, or classroom training DPAS 9705C, and become functional users within DPAS Material Management Module within 30 days of award, this certification is required for continued contract performance. The DPAS positions, shall be located at the warehousing activity and perform the following tasks:

1. Performs comprehensive inventory control, accountability, validation processes IAW DOD 5000.64, DOD 4140.01, and processes material into the APSR IAW USSOCOM Policy Directive 700-32.
2. Performs validation and audit on material movement and acceptance into the APSR in compliance with Financial Improvement Audit Readiness/Remediation.
3. Verify all shipments by serviceability, document number, nomenclature, NSN and quantity. Assess ordering, tracking, delivery dates, and shipping requirements for

on-time delivery.

4. Perform tasks that establish and maintain inventory/materials receiving and shipping records and audit trail documents.
5. Monitor inventory levels and report inventory discrepancies to the Government Inventory Manager.
6. Transition tasks include: (1) identifying scope of material to be converted, (2) providing a detailed review/scrub of the item catalog, (3) building the requisite structure and catalog in DPAS, (4) supporting the physical inventory through creating DPAS due-ins, (5) validate and research inventory transactions for DPAS implementation and sustainment, (6) execute data loads, (7) execute data validation/reconciliation, and (8) DPAS maintenance.

## ii. Enterprise Supply Chain Operations

The Contractor shall follow the instructions and processes to convert USSOCOM inventory into the government APSR, at this time, known as DPAS. Processes shall be provided by the Government prior to implementation in order to maintain auditability/accountability and to meet DOD and USSOCOM Directives.

The Contractor shall disposition existing inventory using transaction DSG, and create a DD Form 1348 for each line item. The Contractor shall use a voucher format DPAS-Julian Date-Series, example "DPAS191230001." Inventory will be dispositioned as directed by PEO SR.

The Contractor will be responsible to perform a physical inventory for inventory converting to DPAS. Physical inventories will be provided to the Government for acceptance.

The Contractor shall not charge this task order for any inventory discrepancies noted during conversion. All research and resolution workload will not be charged to this task order. All discrepancies will be tracked until resolved by the enterprise.

The Contractor shall correctly post transactions in DPAS and correct any discrepancies if originally

posted incorrectly. The Contractor shall correct any DPAS processing discrepancy within one (1) business day.

The Contractor may be required to work a flex shift as required and coordinated based on the circumstances as coordinated by the DPAS POCs. Flex shifts are TBD (To be determined).

### **3.6.2.2.1.3.3** Source documentation will be filed by date received.

**3.6.2.2.1.3.4** The Contractor shall provide qualified touch labor to assist in the disposition, staging, receiving, and general warehouse support. Contractor should ensure personnel are qualified on required MHE and have a clear understanding of the process.

**3.6.2.2.1.3.5** The personnel shall be hired as Warehouse specialists who are responsible for utilizing DPAS to perform clerical and physical tasks associated with receiving, staging equipment and disposition. This resource routes material to the designated location, and is responsible for storing, stacking and palletizing material in accordance with the established guidelines. This worker may operate material handling equipment in performing these warehouse functions.

Education/Experience: High School diploma, and 3 years' experience in a warehouse environment. The one Warehouse Supervisor is responsible for supervision of the disposition, receiving, storing, staging materials and maintains schedules. Familiar with a variety of the field's concepts, practices, and procedures. Relies on experience and judgment to plan and accomplish goals. Performs a variety of complicated tasks. Leads and directs the work of others.

Education/Experience: High School diploma, and 6 years' experience in warehouse operations.

**3.6.2.2.1.3.6** Contractor shall document inventory items transitioning into DPAS via a DD Form 1348 and affix a copy of each associated DD Form 1348 to material.

**3.6.2.2.1.4** The Contractor shall pre-stage transitioning inventory in designated staging location no earlier than 24 hours prior to scheduled government inventory date. Government Inventory Management Support Team (INVMGT) shall verify scheduled inventory is staged and secured as required.

**3.6.2.2.1.5** Government INVMGT shall verify inventory against the DD Form 1348 and identify any discrepancies. Contractor shall be required to resolve all discrepancies weekly status updates on causative research and resolution to resolve discrepancies to PEO SR TCC.

**3.6.2.2.1.6** Using the Government signed DD Form 1348, the Contractor shall receive inventory into DPAS under the specific programs DoDAAC provided by the Government.

**3.6.2.2.1.7** Contractor shall stow inventory from staging/inventory locations and place back into designated storage locations generated from within DPAS.

**3.6.2.2.1.8** The Contractor shall follow instructions provided by the INVMGT IAW warehouse operations to perform disposition, receiving, storage and other warehouse operations to support converting inventory to DPAS.

**3.6.2.2.1.9** Personnel and Minimum Skill Requirements

Personnel Qualifications. **The DPAS Warehouse Specialist/Technicians shall be considered Key Personnel.**

**3.6.2.2.1.10 Contractor Manpower Reporting (CMR)**

The Contractor shall report ALL labor hours required under this task order at <https://www.sam.gov> by October 31 each year.

**Service Delivery Summary**

Performance assessments will be provided to the Contracting Officer (KO) by the Contracting Officer Representative (COR). Meeting or not meeting the auditability requirements of all material, and DPAS Warehouse Module inventory accuracy, will be the basis of that performance evaluation.

**3.7 Government Furnished Property/Space and Training**

The Government will provide the requisite DPAS training, user access, and role assignments to all mission essential personnel. The Government will provide sustainment training for DPAS to the Contractor. The Contractor shall provide all equipment, materials, and office space for personnel performing duties at off-site locations. The government shall provide requisite access to all mission essential networks and systems required to support the activities under this task order.

**3.8 Performance Requirements Summary**

3.8.1 This Performance Requirements Summary (PRS) identifies critical success factors for the contract/task order. It identifies both the performance objectives for those factors and the performance threshold required for each performance objective. The Government reserves the right to surveil all services called for in the contract/task order to determine whether or not the performance objectives were met.

- 1) The PRS contains performance objectives the Government will monitor,
- 2) The absence of any contract requirement from the PRS shall not detract from its enforceability nor limit the rights or remedies of the Government under any other provision of the contract.
- 3) The PRS will be used as the baseline to develop a Quality Assurance Surveillance Plan (QASP). The QASP will identify the surveillance methods the Government will use to evaluate the Contractor's performance.
- 4) Methods of surveillance can change after contract award based on, but not limited to:
  - a) Acceptance of a contract or QC plan, and
  - b) Performance

3.8.2 Performance of a service will be evaluated to determine whether or not it meets the performance threshold. Re-performance is the preferred method of correcting any unacceptable performance. The Contractor shall provide the COR a written response why the performance

threshold was not met, how performance will be returned to acceptable levels, and how recurrence of the cause will be prevented in the future.

<b>Deliverable or Services Required</b>	<b>Performance Standard</b>	<b>Acceptable Quality Levels</b>	<b>Surveillance Method</b>	<b>Incentive</b>
Monthly Status & Financial Report (A010), PWS 13.0	Report accurately depict current status	99%	100% Inspection	CPAR Reporting
	Due on 10 <sup>th</sup> of each month	100%	100% Inspection	
Program Schedule (A001), PWS 3.1, 3.3.2, 3.6.2.2.1.3.1. 13.0	Accurately depicted	99%	100% Inspection	CPAR Reporting
	Delivered as requested by COR	100%	100% Inspection	
Presentation Material (A001). PWS 3.3.1, 3.3.2	Draft 5-days prior to meeting Final 7-days after meeting	100%	100% Inspection	CPAR Reporting
Meeting Minutes (A001). PWS 3.3.1, 3.3.2	Draft 5-days prior to meeting Final 7-days after meeting	100%	100% Inspection	CPAR Reporting
Program Management Report (A001), PWS 3.1, 3.3.2, 3.6.2.2.1.3.1	Within 24 hours from request	95%	100% Inspection	CPAR Reporting
Operator Manual (A001), PWS 3.3 -3.4	Draft 45-days before End of Contract (EOC) Final at EOC	100%	100% Inspection	CPAR Reporting; withhold final invoice
Test Plans & Procedures (A001), PWS 3.3 -3.4	Draft 30-days prior to test Final at test initiation	100%	100% Inspection	CPAR Reporting
Test Report(A001), PWS 3.3 -3.4	Draft 30-days after test Final at EOC	100%	100% Inspection	CPAR Reporting
Interface Control Document (A001), PWS 3.3 -3.4	Draft 30-days before EOC	100%	100% Inspection	CPAR Reporting
	Final EOC			

Travel Approval (A014), PWS 5.0	Advance Written Approval by CO/COR	100%	100% Inspection	CPAR Reporting; Withhold payment
Equipment/Material Purchase (A002 & A003), PWS 3.5.4.3.1.	Advance Written Approval by CO/COR	100%	100% Inspection	CPAR Reporting; Withhold payment
FAR 52.204-14 Service Contract Reporting Requirements (A012)	Submit a Service Contract Report (SCR) to the System for Award Management (SAM.gov) annually by October 31	100%	100% Inspection	CPAR Reporting

#### 4.0 Security Requirements

Security will be in accordance with the attached DD254. Contractor team individual(s) supporting this task will be cleared at the Secret level at the start of the task. Contractors may require access to Alternative Compensatory Control Measures (ACCM) material in performance of this effort. Contractor will require access to NIPRNet computer systems. SIPRNet systems will only be accessed at government facilities. Contractor may be authorized to courier classified information up to Secret in performance of official duties upon approval of and designation by the COR.

The Contractor shall ensure requirements for safeguarding classified information and classified materials, for obtaining and verifying personnel security clearances, for verifying security clearances and indoctrination of visitors, for controlling access to restricted areas, for protecting government property, and for the security of automated and non-automated management

information systems and data are fulfilled. The Contractor's management system shall prevent unauthorized disclosure of classified and sensitive unclassified information. The government shall be immediately notified if any security incident or any indication of a potential unauthorized disclosure or compromise of classified or sensitive unclassified information.

The Contractor shall provide security management support. Typical efforts include, but are not limited to, performing classified document control functions, classified material inventories, program access requests, preparing and monitoring personnel indoctrination and debriefing agreements, and maintaining and using security- related databases.

#### 5.0 Travel

Contractor personnel shall travel to CONUS locations in support of this contract/task order. Contractor shall submit all travel requests (A011) to both the PM and the COR and courtesy copy the CO, for notification and approval/non-approval prior to travel taking place. The approved travel request shall be posted in GSA ASSIST and a Post Award Collaboration (PAC) Memo prior to the travel. The form shall identify the name(s) of travelers, dates of trip(s), location(s), estimated cost(s), purpose and an estimate of the remaining travel funds available. No travel shall be made without government authorization.

If Contractor cannot find lodging at the Government rate, then the Contractor shall

IMMEDIATELY notify the CO to get authorization for reimbursement under actual expense and shall be in ADVANCE of travel. The Contractor shall provide rationale with the notification (i.e., Costs have escalated because of special events (e.g., missile launching periods, sporting events, World's Fair, conventions, natural disasters), hotel will not honor Government rates to Contractors).

Travel vouchers and supporting documents shall be presented for payment within 10 days after completion of travel. The Contractor shall comply with the latest Joint Travel Regulation (JTR) since the Contractor is considered "Other authorized travelers who use appropriated DoD funding"

Since the anticipated travel cannot be accurately forecasted, it shall be awarded on a reimbursable basis for actual allowable costs that apply over the life of the contract/task order; see FAR 31.205-46 (a)(2)(i). Profit shall not be applied to travel costs.

Travel approval shall be submitted with invoice.

Ceiling amounts for Contractor travel under this contract/task order is depicted below, which is inclusive of General and Administrative (G&A).

Base Year:	\$450,000
Option Year 1:	\$450,000(if exercised)
Option Year 2:	\$450,000(if exercised)
Option Year 3:	\$450,000 (if exercised)
Option Year 4:	\$450,000(if exercised)
6-Month Extension:	\$200,000 (if exercised)

## **6.0 QUALITY**

### **6.1 QUALITY SYSTEM**

Upon task order award, the prime Contractor shall have and maintain a quality assurance process that meets task order requirements and program objectives while ensuring customer satisfaction and defect-free products/process. The quality system shall be documented and contain procedures, planning, and all other documentation and data necessary to provide an



efficient and effective quality system based on a Contractor's internal auditing system.

Thirty (30) days after task order award, the Contractor shall provide to the government a copy of its Quality Assurance Plan (QAP) and any other quality related documents (CDRL A011) as required in the TO. The quality system shall be made available to the government for review at both a program and worksite services level during predetermined visits. Existing quality documents that meet the requirements of this TO may continue to be used. If any quality documentation is disapproved or requires revisions, the Contractor shall correct the problem(s) and submit revised documentation NLT 2 weeks after initial disapproval notification. The Contractor shall also require all subcontractors to possess a quality assurance and control program commensurate with the services and supplies to be provided as determined by the prime's internal audit system. The Government reserves the right to disapprove the Contractor's

and/or subcontractor's quality system or portions thereof when the quality system(s) fails to meet contractual requirements at either the program or worksite services level. The Government reserves the right to participate in the process improvement elements of the Contractor's quality assurance plan and development of quality related documents as needed. At a minimum, the Contractor's quality system shall meet the following key criteria:

- Establish documented, capable, and repeatable processes
- Track issues and associated changes needed
- Monitor and control critical product and process variations
- Establish mechanisms for feedback of field product performance
- Implement and effective root-cause analysis and corrective action system
- Establish methods and procedures for continuous process improvement

## **6.2 QUALITY MANAGEMENT PROCESS COMPLIANCE**

### **6.2.1 General**

The Contractor shall have processes in place that shall coincide with the government's quality management processes. As required, the Contractor shall use best industry practices including, when applicable, ISO/IEC 15288 for System life cycle processes and ISO/IEC 12207 for Software life cycle processes. As applicable, the Contractor shall also support and/or participate in event-driven milestones and reviews as stated in the Defense Acquisition University's (DAU's) DoD Integrated Defense Acquisition, Technology, and Logistics Life Cycle Management System Chart which is incorporates multiple DoD directives and instructions – specifically DoDD 5000.01 and DoDI 5000.02. The Contractor shall provide technical program and project management support that will mitigate the risks to successful program execution including employment of Lean Six Sigma methodologies in compliance with USSOCOM requirements. As part of a team, the Contractor shall support projects at USSOCOM that are currently, or in the process of, being assessed under the USSOCOM policy. The Contractor shall be required to utilize the processes and procedures already established for the project and deliver products that are compliant with the aforementioned processes and procedures.

**6.3 QUALITY****ASSURANCE**

The Contractor shall perform all quality assurance process audits necessary in the performance of the various tasks as assigned and identified by the respective WBS, POA&M, or quality system, and the Contractor shall deliver related quality plan/procedural documents upon request. The Government reserves the right to perform any additional audits deemed necessary to assure that the Contractor processes and related services, documents, and material meet the prescribed requirements and to reject any or all processes or related services, documents, and material in a category when noncompliance is established.

**6.4 QUALITY CONTROL**

The Contractor shall perform all quality control inspections necessary in the performance of the

various tasks as assigned and identified by the respective WBS, POA&M, or quality system, and the Contractor shall submit related quality objective evidence upon request. Quality objective evidence (CDRL A011) shall include any of the following as applicable:

- Detailed incoming receipt inspection records
- First article inspection records
- Certificates of Conformance
- Detailed sampling inspection records based upon MIL-STD-1916 (Verification Level III)
- Quality Measurement and Analysis metrics/data

The Government reserves the right to perform any inspections or pull samples as deemed necessary to assure that the Contractor provided services, documents, material, and related evidence meet the prescribed requirements and to reject any or all services, documents, and material in a category when nonconformance is established.

**6.5 QUALITY MANAGEMENT DOCUMENTATION**

In support of the contract's Quality Assurance Surveillance Plan (QASP) and Contractor Performance Assessment Reporting System (CPARS), the Contractor shall provide the following documents: Cost and Schedule Milestone Plan (CDRL A012) submitted 10 days after TO award, and Contractor CPARS Draft Approval Document (CDAD) Report (CDRL A013) submitted monthly.

**6.5.1 Acceptance Plan**

Inspection and acceptance is performed by the COR on all services, data, and non-data deliverables in accordance with the QASP.

**7.0 DOCUMENTATION AND DELIVERABLES****7.1 CONTRACT DATA REQUIREMENT LISTINGS (CDRLS)**

The following CDRL listing identifies the data item deliverables required under this contract and the applicable section of the SOW for which they are required. The Contractor shall establish a practical and cost-effective system for developing and tracking the required CDRLs generated under each task. No CDRL classified TOP SECRET with SCI shall be developed.

<b>CDRL #</b>	<b>Description</b>	<b>SOW Reference Paragraph</b>	<b>Frequency</b>	<b>Date Due</b>	<b>Security Classification (up to S/TS or unclassified)</b>
A001	Program Management Reports, General	3.1 3.3.2 3.6.2.2.1.3.1	ASREQ	Within 24 hrs from request	Unclassified
A002	Inventory Tracking Report	3.5.4.3.1 20.2.1.5.2 20.3.6	MTHLY	10 <sup>th</sup> of Each Month	Unclassified

A003	Warranty Tracking Information (WTI) form and Warranty Source of Repair Instructions (WSRI)	3.5.6.1.1 3.5.7 20.2.1.5	MTHLY	At time warranted item is delivered to Government	Unclassified
A004	Task Order Status Report (TOSR)	3.2.4 13.2.5 14.1.2 14.2.3.2 14.3 20.2.1.1 20.3.5.1	MTHLY	30 Days after task order award (DATO) and monthly on the 10th	Unclassified
A005	Task Order Closeout Report	20.3.9 13.2.4	ONCE	NLT 30 days before completion date	Unclassified
A006	Training Support Report	3.5.3	ASREQ	Within 24 hrs from request	Unclassified
A007	Invoice Support Documentation	13.2.1	MTHLY	Within 24 hrs from request	Unclassified
A008	Limitation Notification & Rationale	13.2.5 13.2.5.1	ASREQ	Within 24 hrs from occurrence	Unclassified
A009	Contractor Census Report	13.2.5.2 24.2.4	ASREQ	1st day after 1st reporting period and monthly on the 1st	Unclassified

A010	Contract Funds Status Report (CFSR)	13.0	MTHLY	10th of Each Month	Unclassified
A011	Quality Documentati on	6.1 6.4	ASREQ	Within 24 hrs from request	Unclassified
A012	Cost and Schedule Milestone Plan	6.5	ONCE	NLT 10 DATO; revision NLT 7 days after receipt of Govt review	Unclassified
A013	Contractor CPARS Draft Approval Document (CDAD) Report	6.5	MTHLY	30 DATO and monthly on the 10th	Unclassified
A014	OCONUS Deployment Documentation and Package	24.2.1 5.0	ASREQ	NLT 30 days prior to travel	Unclassified

A015	Field Service Representative Report	3.5.5	WEEKLY	WEEKLY	Unclassified
A016	DPAS Weekly Reporting Requirement	3.6.2.2.1.3. 2	WEEKLY	WEEKLY	Unclassified

## 7.1 ELECTRONIC FORMAT

At a minimum, the Contractor shall provide deliverables electronically by email; hard copies are

only required if requested by the government. To ensure information compatibility, the Contractor shall guarantee all deliverables (i.e., CDRLs), data, correspondence, and etc., are provided in a format approved by the receiving government representative. All data shall be provided in an editable format compatible with USSOCOM standard software configuration as specified below. Contractor shall conform to USSOCOM standards within 30 days of TO award unless otherwise specified. The Contractor shall ensure that converted data files do not contain any embedded proprietary methodologies on the part of the prime Contractor or conversion vendors. *The initial or future upgrades costs of the listed computer programs are not chargeable as a direct cost to the government.*

	<b>Deliverable</b>	<b>Software to be used</b>
a.	Word Processing	Microsoft Word
b.	Technical Publishing	PageMaker/Interleaf/SGML/ MSPublisher
c.	Spreadsheet/Graphics	Microsoft Excel
d.	Presentations	Microsoft PowerPoint
e.	2-D Drawings/ Graphics/Schematics (new data products)	Vector (CGM/SVG)
f.	2-D Drawings/ Graphics/Schematics (existing data products)	Raster (CALS Type I, TIFF/BMP, JPEG, PNG)
g.	Scheduling	Microsoft Project
h.	Computer Aid Design (CAD) Drawings	AutoCAD/Visio
i.	Geographic Information System (GIS)	ArcInfo/ArcView

## 7.2 INFORMATION SYSTEM

### 7.2.1 Electronic Communication

The Contractor shall have broadband Internet connectivity and an industry standard email system for communication with the government. The Contractor shall be capable of Public Key Infrastructure client-side authentication to DOD private web servers. Unless otherwise specified, all key personnel on task order shall be accessible by email through individual accounts during all working hours.

### 7.2.2 Information Security

The Contractor shall provide adequate security for all unclassified DoD information passing through non-DoD information system including all subcontractor information systems utilized on task order. Unclassified DoD information shall only be disseminated within the scope of assigned duties and with a clear expectation that confidentiality will be preserved. Examples of such information include the following: non-public information provided to the Contractor, information developed during the course of the task order, and privileged task order information (e.g., program schedules, contract-related tracking).

The Contractor shall also maintain a secure web site accessible via SIPRNET that will provide a near real time status on all task orders. Information to be available will include equipment on hand, equipment ordered, equipment allocated for shipment, shipment and delivery status,

training schedules,  
information and contract financial status.

delivery order financial

- Safeguards

The Contractor shall protect government information and shall provide compliance documentation validating they are meeting this requirement in accordance with DFARS Clause 252.204-7012. The Contractor and all utilized subcontractors shall abide by the following safeguards:

- a. Do not process DoD information on public computers (e.g., those available for use by the general public in kiosks or hotel business centers) or computers that do not have access control.
- b. Protect information by at least one physical or electronic barrier (e.g., locked container or room, login and password) when not under direct individual control.
- c. Sanitize media (e.g., overwrite) before external release or disposal.
- d. Encrypt all information that has been identified as controlled unclassified information (CUI) when it is stored on mobile computing devices such as laptops and personal digital assistants, or removable storage media such as portable hard drives and digital optical disks, using DoD Authorized Data-at-Rest encryption technology. NOTE: Thumb drives are not authorized for DoD work, storage, or transfer. Use GSA Awarded DAR solutions (GSA # 10359) complying with ASD-NII/DOD-CIO Memorandum, "Encryption of Sensitive Unclassified Data-at-Rest on Mobile Computing Devices and Removable Storage." Solutions shall meet FIPS 140-2 compliance requirements
- e. Limit information transfer to subcontractors or teaming partners with a need to know and a commitment to at least the same level of protection.
- f. Transmit e-mail, text messages, and similar communications using technology and processes that provide the best level of privacy available, given facilities, conditions, and environment. Examples of recommended technologies or processes include closed networks, virtual private networks, public key-enabled encryption, and Transport Layer Security (TLS). Encrypt organizational wireless connections and use encrypted wireless connection where available when traveling. If encrypted wireless is not available, encrypt application files (e.g., spreadsheet and word processing files), using at least application-provided password protection level encryption.
- g. Transmit voice and fax transmissions only when there is a reasonable assurance that access is limited to authorized recipients.
- h. Do not post DoD information to Web site pages that are publicly available or have access limited only by domain or Internet protocol restriction. Such information may be posted to Web site pages that control access by user identification or password, user certificates, or other technical means and provide protection via use of TLS or other equivalent

technologies. Access control may be provided by the intranet (vice the Web site itself or the application it hosts).

- i. Provide protection against computer network intrusions and data exfiltration, minimally including the following:
- j. Current and regularly updated malware protection services, e.g., anti-virus, anti-spyware.
- k. Monitoring and control of inbound and outbound network traffic as appropriate (e.g., at the external boundary, sub-networks, individual hosts) including blocking unauthorized ingress, egress, and exfiltration through technologies such as firewalls and router policies,

intrusion prevention or detection services, and host-based security services.

- l. Prompt application of security-relevant software patches, service packs, and hot fixes.
- m. As applicable, comply with other current Federal and DoD information protection and reporting requirements for specified categories of information (e.g., medical, critical program information (CPI), personally identifiable information, export controlled).
- n. Report loss or unauthorized disclosure of information in accordance with contract or agreement requirements and mechanisms.

- Compliance

The Contractor shall include in their quality processes procedures that are compliant with information security requirements.

## **8.0 ORGANIZATIONAL CONFLICTS OF INTEREST (OCI)**

This contract/task order effort has potential for an OCI as identified in FAR 9.5 and DFARS 209.5. The Contractor is expected to not engage in any activity that could cause an OCI with the Contractor's position under this contract/task order, impair the Contractor's ability to render unbiased advice and recommendations, or place the Contractor in the position of having an unfair competitive advantage as a result of the knowledge, information, and experience gained during the performance of this task order. After reviewing FAR 9.5 and DFARS 209.5 in their entirety, if the Contractor determines their company, including SubContractors and Consultants, has an actual or potential OCI, the Contractor shall notify the CO, in writing. Any offeror written submissions regarding an actual or potential OCI shall be submitted as part of the proposal. The written submissions shall include a proposed mitigation plan for review and ultimate incorporation into the task order should the offeror be the awardee. Also, any identification of an actual or potential OCI that exists at the time of proposal submission shall be included in the COVER LETTER. If the Government determines an OCI cannot be avoided, neutralized, or mitigated, the Offeror may be



excluded from

consideration for award.

The Contractor agrees that, if after award at any time during the performance period, it discovers an actual or potential OCI; it shall make immediate and full disclosure in writing to the CO. The notification shall include a description of the actual or potential OCI, a description of the action the Contractor has taken or proposes to take to avoid, mitigate or neutralize the conflict, and any other relevant information that would assist the CO in making a determination on this matter.

The Contractor shall not use any Government information provided to them for any purpose other than for performance of this task order. Furthermore, the Contractor shall not provide any information to any individual, company or other entity that, other than for performance of this task order, does not have a need to know.

### **8.1.1 ORGANIZATIONAL CONFLICT OF INTEREST PROCEDURES:**

- a. The guidelines and procedures of FAR Subpart 9.5 Organizational and Consultant Conflicts of Interest and FAR Part 3 Improper Business Practices and Personal Conflicts of Interest, will be used in identifying and resolving any issues of conflict of interest.
- b. All contractor personnel (to include subcontractors and consultants) who will be personally and substantially involved in the performance of any task order issued under HN-RAA/VAK which requires the contractor to act on behalf of, or provide advice with respect to any phase of a procurement shall execute and submit an "Employee/Contractor Non-Disclosure Agreement" form. The Contracting Officer (KO) will provide the appropriate nondisclosure form specific to the procurement.
- c. The contractor shall be responsible for identifying and preventing personal conflicts of interest of their employees. The contractor shall prohibit employees who have access to non-public information by reason of performance on a Government contract from using that information for personal gain.
- d. In the event that a task order requires activity that would create an actual or potential conflict of interest, the contractor shall immediately notify the KO of the conflict, submit a plan for mitigation, and not commence work until specifically notified by the KO to proceed; or, identify the conflict and recommend to the KO an alternate approach to avoid the conflict.
- e. The acquisition of services under this contract may create actual or potential conflicts of interest for prime contractors and their respective subcontractors. Prime contractors are responsible for ensuring that both they and their subcontractors are not restricted from participating in HN-RAA/VAK requirements due to an OCI caused by any existing or in-process USSOCOM contract. This includes all USSOCOM funded contracts or subcontracts, including those at the headquarters and either the Theater Special Operations Commands (TSOCs) or the Geographic Combatant Commands (COCOMs).
- f. USSOCOM prefers that offerors competing for HN-RAA/VAK requirements have no known OCIs. While mitigation plans will be considered, they create considerable work for the Agency and each contractor to ensure that OCIs are adequately mitigated at the time of task order award. Consequently, industry is encouraged to avoid OCI issues to the maximum extent practicable prior to submitting task order proposals by prudent teaming in connection with HN-RAA/VAK requirements.
- g. Any HN-RAA/VAK tasks that create biased ground rules or impaired objectivity for a prime contractor or proposed subcontractor will make that prime offeror ineligible for award. In some instances, establishing an acceptable OCI mitigation plan for a HN-RAA/VAK requirement will be challenging, if not impossible. Therefore, individual contractors and contractor teams are encouraged to contact the contracting officer prior to the proposal due date to obtain an informal written assessment of whether their OCI mitigation efforts will be adequate. The informal assessment will not be binding upon the Government, but is intended to better inform industry of the Government's probable response to its OCI mitigation efforts. Please note that a proposal of 100% subcontracting and firewalls WILL NOT be

considered an  
mitigation plan.

acceptable OCI

## **9.0 Contractor PERFORMANCE ASSESSMENT REPORTING SYSTEM (CPARS)**

The Government will provide and record Past Performance Information for acquisitions over the simplified acquisition threshold (SAT) utilizing the CPARS. The CPARS process allows Contractors to view and comment on the Government's evaluation of the Contractor's performance before it is finalized.

The Contractor is strongly encouraged to provide an annual self-assessment report NLT 45 calendar days before the end of the PoP. The self-assessment report can be submitted in the Contractors format, and should discuss its performance relative to Quality, Schedule and Management during the preceding 11 months. The Contractor should provide the annual self-assessment report to the COR/CO via email. If the Contractor identifies accomplishments that exceeded any contractual standards (for example, delivering a higher quality product or service, or submitting ahead of schedule), the Contractor's self-assessment must include all associated facts and clearly describe how those exceeded standards translated into a direct benefit to the Government from a project/program perspective.

## **10.0 SECTION 508 COMPLIANCE**

Section 508 requires that when Federal agencies develop, procure, maintain, or use electronic and information technology(EIT), Federal employees with disabilities have access to and use of information and data that is comparable to the access and use by Federal employees who are not individuals with disabilities, unless an undue burden would be imposed on the agency. Section 508 also requires that individuals with disabilities, who are members of the public seeking information or services from a Federal agency, have access to and use of information and data that is comparable to that provided to the public who are not individuals with disabilities, unless an undue burden would be imposed on the agency.

IAW FAR 2.101: Electronic and information technology (EIT) has the same meaning as “information technology” except EIT also includes any equipment or interconnected system or subsystem of equipment that is used in the creation, conversion, or duplication of data or information. The term EIT, includes, but is not limited to, telecommunication products (such as telephones), information kiosks and transaction machines, worldwide websites, multimedia, and office equipment (such as copiers and fax machines).]

## **11.0 PERSONAL SERVICES**

GSA will not issue contracts/task orders to provide services prohibited by FAR Part 37.1. The administration and monitoring of the Contractor’s performance by GSA or the Client

Representative shall not be as detailed or continual as to constitute supervision of Contractor personnel. Government personnel may not perform any supervisory functions for Contractor personnel, such as interviewing, appraising individual performance, scheduling leave or work, or directing how to perform work.

GSA meets the needs of its clients for support through non-personal services contracts/task orders. To counter the circumstances that infer personal services and to preserve the non-personal nature of the contract/task order, the Contractor shall adhere to the following guidelines in the performance of the task.

- a. Provide for direct supervision of all contract employees assigned to the task.
- b. Refrain from discussing with the client issues such as skill levels and hours, salaries, cost and funding data, or administrative and personnel matters affecting Contractor employees.
- c. Ensure close communication/coordination with the GSA Customer Account Manager, reporting problems to them as they occur (not waiting for a meeting).
- d. Do not permit Government officials to interview potential Contractor employees, discuss individual performance, approve leave or work scheduling of Contractor employees, terminate Contractor employees, assist Contractor employees in doing their jobs or obtain assistance from the Contractor in doing Government jobs.
- e. Do not assign Contractor personnel to work under direct Government supervision.
- f. Maintain a professional distance from Government employees.
- g. Provide Contractor employees with badges, if appropriate, identifying them as Contractors.
- h. Ensure proper communications with the Government. Technical discussions and Government surveillance are acceptable, but the Government cannot tell the Contractor how to do the job.
- i. Assign a task leader to the order. The task leader or alternate shall be the only one who accepts tasking from the assigned Government point of contact or alternate.

## **12.0 Contractor TRANSITION/PHASE OUT**

The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another Contractor, may continue them. The Contractor shall, upon the Contracting Officer's written notice, provide phase-out services plan with details and associated cost for up to ninety (90) days before the task order expires and (2) negotiate in good faith a plan with a designated PMO personnel and successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify current and future operational tasks and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

The Contractor shall support a phase out period of 30 days, coordinate communications with the designated PMO personnel and successor to ensure support for uninterrupted workflow during the transition process. The Contractor agrees to perform the following but not limited to (1) provide all material procurements documentation, current location and status of equipment, server passwords and nomenclatures, prototype and system architecture development documentation, prototype and system architecture modification documentation, list of unit POCs, current training schedule with

POCs, transferring warehoused material to the successor facility and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

As determined by the COR and Contracting Officer, the Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration resulting from phase-in, phase-out operations) with the Contracting Officer's approval. If the Contractor's facility is purchased or leased with appropriated Department of Defense (DOD) funding, the Contractor shall completely close the facility and all associated efforts to include but not limited to shutting off utilities, transfer of equipment, layoff of employees approved by the

Contracting Officer to support the phase out plan. The Contractor agrees any cost incurred determined not to be reasonable by the Contracting Officer will not be reimbursed. Costs determined not to be allowable include but not limited to severance packages or any similar type of payment, facility lease termination fees or any termination fees, facility service(s) early termination fees, training cost. The Contractor shall not receive a fee or profit for phase in, phase out cost under this contract/task order.

### **13. INVOICE**

#### **13.1 Invoice Requirements**

The invoice shall include charges which are within scope of this PWS and reflect the details specified below.

#### **13.2 Payment Information**

Invoices shall be submitted to GSA ASSIST (ITSS) web-based Order Processing System (<https://portal.fas.gsa.gov/>). The COR and the GSA Customer Account Manager (CAM) or Contract Specialist (CS) or CO must approve each invoice in ASSIST prior to payment. Failure to enter an invoice into the GSA ASSIST system will result in a rejection.

An invoice for completion of each deliverable shall be electronically delivered to the COR via the GSA electronic contract management system ASSIST by the tenth (10th) calendar day of the month following delivery for client and GSA acceptance. A copy of the invoice shall be attached to the associated deliverable "Acceptance Report" posted in GSA ASSIST located on the web at <https://portal.fas.gsa.gov/web/guest>. The invoice shall be submitted on official company letterhead.

If the Contractor submits a revised invoice, the revised invoice must include: 1) a unique invoice number, 2) a brief explanation, and 3) a cross-reference to any previous invoice submittals for tracking purposes and avoiding duplication.

For reimbursable expenses, the invoiced charges shall not exceed the limit specified in the contract. No charges shall be paid by the Government, which are not specifically identified in the task and approved in advance by the Government. Copies of receipts, travel vouchers, etc., completed in accordance with Government Travel Regulations shall be attached to the invoice to support the

charges. Original receipts shall be maintained by the Contractor and made available to Government auditors upon request.

The Contractor shall submit Requests for Payments in accordance with the format contained in General Services Administration Acquisition Manual (GSAM) 552.232-25, PROMPT PAYMENT (NOV 2009), to be considered proper for payment.

### **13.2.1 Invoice Guideline:**

The Contractor shall provide e-mail notification to the COR when payment requests are submitted to the GSA ASSIST (ITSS) and the Contractor shall include cost back-up documentation (e.g.,

delivery receipts, time sheets, & material/travel costs, etc.) to the invoice in GSA ASSIST (ITSS). When requested by the COR, the Contractor shall directly provide a soft copy of the invoice and any supporting invoice documentation (CDRL A007) directly to the COR within 24 hours of request to assist in validating the invoiced amount against the products/services provided during the billing cycle. If sufficient supporting detail is not provided within 24 hours, the inability of the Contractor to provide adequate documentation will be reflected in the Contractor's annual Government CPAR rating.

The Contractor shall allow the COR five (5) business to review the CRDLs/invoices to obtain approval or disapproval before requesting payment in GSA ASSIST.

The invoice shall include charges which are within scope of this PWS and reflect the details specified below.

### **13.2.2 Invoice Information**

The Contractor shall provide the following information on each invoice submitted:

- a. Invoice Number – must not include any special characters; ITSS and the invoice must match
- b. ACT Number from GSA Form 300, Block 4
- c. GSA Task Order Number – must match ASSIST
- d. Contract Number from GSA Form 300, Block 3
- e. Point of Contact and Phone Number
- f. Remittance Address
- g. Delivery date or Period of Performance for the billing period
- h. Charges, identified by deliverable or line item(s), with a narrative description of the service performed.
- i. Labor, reimbursable costs, and other charges (e.g., G&A) must be broken out.
- j. Prompt Payment Discount, if offered
- k. Total Invoice Amount – must match the acceptance information posted in ITSS; cannot exceed the current contract ceiling cumulative contract amount

### 13.2.3 Invoice Processing Guidelines

To insure invoices are valid and processed timely, the Contractor shall follow the guidelines listed herein when submitting invoices and include the required details per the terms and conditions of the contract.

- Invoice Numbers – Invoice numbers can be up to 14 characters. Alpha numeric text only, no special characters or spaces. ITSS will automatically append to the end of each invoice number the Act#, which is not included in the 14-character limitation. Invoice numbers must be unique, no duplicates allowed.
- Supplemental Invoices – Services must be billed to the month they are incurred. If trailing costs are invoiced, the Contractor shall submit a supplemental invoice. If using the same invoice number previously used for the month, the Contractor shall add an S following the original invoice number. If more than one supplemental then add a numeric indicator such as

S1, S2, etc.

- Resubmission of an Invoice – If an invoice has been rejected and the Contractor is resubmitting, if using the same invoice number previously used for the month, the Contractor shall add an R following the original invoice number. If more than one resubmission is required, then add a numeric indicator such as R1, R2, etc...
- The Contractor shall insure submitted invoices and supporting documentation are submitted in accordance with contract terms and conditions. Invoiced costs posted in ITSS invoices must match the task item and costs on the attached invoice and be within the funded limits.
- The Contractor shall insure the invoice prices/rates, labor hours, and labor categories conform to the terms and conditions of the contract.
- The Contractor shall insure Labor Hours for each billed contract line item do not exceed the contract ceiling limit. (If applicable)
- The Contractor shall insure reimbursable costs are approved, funded, and valid and, in the case of time and materials or labor-hour contracts, costs associated with such other direct costs are allowable and have been determined to be reasonable and directly associated with contract and billed to the correct task item and period they were approved in. For reimbursable line items invoiced, the Contractor shall have received prior approval and supporting documentation is supplied to support the costs and dates and invoiced amounts do not exceed the line items and total amounts authorized.
- The Contractor shall insure travel costs are supported and have supporting records of Government approval, are funded, and valid by the contract and billed to the correct task item and period they were approved in.
- The Contractor shall insure the period of performance invoiced is within the period of performance of the contract and invoiced task items.
- The Contractor shall insure all subcontractor rates are valid, and have been properly reviewed and substantiated by the prime.

### 13.2.4 Final Invoice/Task Order Closeout

The invoice for final payment must be so identified and submitted within 60 days from contract completion. No further charges are to be billed. The Contractor may request an extension of 60 days from the GSA CO to submit the final invoice. Mark with the word FINAL (even if it is a zero amount).

Reimbursable travel costs shall be billed at a predetermined rate and are not subject to final rate approval. After the final invoice has been paid the Contractor shall furnish a completed and signed Release of Claims (GSA Form 1142, or equivalent) to the SCO. This release of claims is due within fifteen (15) calendar days of final payment.

### **13.2.5 Labor Hour Limitation Notification**

For level of effort (LOE) service task order (cost type, labor-hour, and fixed-price) above the Simplified Acquisition Procedures (SAP) threshold, the Contractors shall monitor the following labor hours as part of the monthly Task Order Status Report (TOSR) (CDRL A004). The Contractor shall initiate required notification if specified threshold values cited below are met. The ability of a Contractor to monitor labor hours effectively will be included in the contract/task order Quality Assurance Surveillance Plan (QASP).

(a) Total labor hours per person (subcontractor included) charged on task order – If the actual invoiced total hours of any individual in any labor category exceeds the proposed/negotiated amount of the task order, the Contractor shall send notice and rationale (CDRL A008) for the identified total hours to the COR who will then send appropriate notification to the Contracting Officer. NOTE: Within one labor category, if the total collective estimated and/or actual hours in any given period of performance are less than or equal to 500 labor hours, the labor category is excluded from the required CDRL notification regardless if an individual within that labor category exceeds the threshold.

(b) If the monthly estimated/actual labor hours exceeds the average proposed/negotiated hours by 15%, the Contractor shall send notice and rationale (CDRL A008) for the rate variance to the COR who will then send appropriate notification to the Contracting Officer. Additionally, Contractors shall notify the COR if variances exceed 15% for more than three consecutive months. Contractors shall annotate the variance percentage of monthly average actual labor hours versus average negotiated labor hours in the monthly TOSR. No CDRL notification is required for labor categories if individuals within one labor category, collectively, are estimated to work equal to or less than 500 labor hours for any given period of performance (e.g., base year, option year 1, or option year 2) within a task order.

#### **13.2.5.1 ODC Limitation Notification**

Contractors shall monitor Other Direct Costs (ODCs) as part of the monthly TOSR. For this monitoring purpose, ODCs include incidental material, travel, and other non-labor costs (excluding subcontracting and consultant labor cost) required in performance of the service. For each month and for any given period of performance (e.g., option periods), if the cumulative total cost of ODCs exceeds the awarded total cost of ODCs (regardless of any modifications to

the awarded amount) by 10%, the Contractor shall send notice and rationale (CDRL A008) for exceeding cost to the COR who will then send a memorandum signed by the PM (or equivalent) to the Contracting Officer documenting the reasons justifying the increase of ODC. The ability of a Contractor to monitor ODCs will be included in the task order QASP.

#### **13.2.5.2 Contractor Census Report**

In accordance with C-JTSCC clause 5152.225-5904, work performed in Afghanistan requires a monthly report (CDRL A009) that the Contractor shall submit to the Contracting Officer. See clause for specific reporting requirements.

#### **13.2.5.3 WAWF**

In addition to using GSA ASSIST for invoicing, the Contractor shall use WAWF for processing all PEO-SR associated equipment deliveries to ensure proper processing of DD-250/WAWF Receiving Reports (RR). The Contractor shall ensure the DD-250/WAWF RR contain the necessary information to identify all deliverables by their individual NSN/part number, serial number, Item Unique Identification number, cost and date of delivery.

### **14.0 SECURITY**

#### **14.1 ORGANIZATION**

##### **14.1.1 Security Classification**

As specified in the DoD Contract Security Classification Specification, DD Form 254, classified work is performed under this contract. The Contractor shall have at the time of contract award and prior to commencement of classified work, a SECRET facility clearance (FCL). The initial DD-254 issued is limited to SECRET; however, as the need arises, some of the requirements under this task order will require a TOP SECRET (TS) or TOP SECRET with Sensitive Compartment Information (SCI) FCL access. Contractors without the appropriate FCL level will not be eligible for task order award. In situations where FCL is upgraded after contract award, an updated DD-254 will be issued as a task order modification authorizing TS or TS/SCI access to the Contractor awarded the applicable task order.

The following SOW task(s) requires access to classified information up to the level of TOP SECRET/SCI access: SOW all 3.0 Paragraphs; as noted in the preceding paragraph the initial DD-254 issued is limited to SECRET and therefore possessing TS or TS/SCI access is not a requirement for potential task order award eligibility. U.S. Government security clearance eligibility is required to access and handle classified and certain controlled unclassified information (CUI), attend program meetings, and/or work within restricted areas unescorted. Access to SCI will be limited to U.S. Government Facilities or other U.S. Government sponsored SCI Facilities (SCIFs) authorized on the DD254.

U.S. Government security clearance eligibility is required to access and handle classified and certain controlled unclassified information (CUI), attend program meetings,



and work within restricted areas  
unescorted. Access to SCI is limited to U.S. Government Facilities or other U.S. Government sponsored SCI Facilities (SCIFs) authorized on the DD254. The Contractor shall not generate any SCI deliverables.

Security will be in accordance with the attached DD254. Contractor team individual(s) supporting this task will be cleared at the TOP SECRET level at the start of the task. Contractors will require access to Communications Security (COMSEC), Sensitive Compartmented Information (SCI), Foreign Government Information (FGI), and North Atlantic Treaty Organization (NATO) material/information in performance of this effort. Contractor will require access to NIPRNET/SIPRNET computer systems the appropriate location(s): MacDill AFB, FL; Stuttgart, Germany at government facilities. Contractor will be authorized to courier classified information up to TOP SECRET//SCI in performance of official duties upon approval of and designation by the COR.

The contractor shall ensure requirements for safeguarding classified information and classified materials, for obtaining and verifying personnel security clearances, for verifying security clearances and indoctrination of visitors, for controlling access to restricted areas, for protecting government property, and for the security of automated and non-automated management information systems and data are fulfilled. The contractor's management system shall prevent unauthorized disclosure of classified and sensitive unclassified information. The government shall be immediately notified if any security incident or any indication of a potential unauthorized disclosure or compromise of classified or sensitive unclassified information.

The contractor shall provide security management support. Typical efforts include, but are not limited to, performing classified document control functions, classified materials inventories, program access requests, preparing and monitoring personnel indoctrination and debriefing agreements, and maintaining and using security-related databases.

#### 14.1.2 Security Officer

The Contractor shall appoint a Facility Security Officer (FSO) to support those Contractor personnel requiring clearance and/or access to Government facility/installation and/or access to information technology systems under this contract. Typically, the FSO is key management personnel who is the Contractor's main POC for security issues. The FSO shall have a U.S. Government security clearance equal to or higher than the FCL required on this task order. The FSO shall be responsible for tracking the security requirements for all personnel (subcontractors included) utilized on contract. Responsibilities include tracking all personnel assigned Government badges and entering/maintaining personnel security mandatory training information within the Staffing Plan document, which is an attachment to the TOSR (CDRL A004).

### 14.2 PERSONNEL

The Contractor shall conform to the security provisions of DoDI 5220.22/DoD 5220.22-M –

National Industrial Security Program Operating Manual (NISPOM), DoD 8570.01-M, and the Privacy Act of 1974. Prior to any labor hours being charged on task order, the Contractor shall ensure all personnel (including administrative and subcontractor personnel) have obtained and can maintain favorable background investigations at the appropriate level(s) for access required for the task order, and if applicable, are certified/credentialed for the CSWF. A favorable background determination is determined by either a Tier 1 (T1) investigation, Tier 3 (T3) investigation, or Tier 5 (T5) investigation and favorable Federal Bureau of Investigation (FBI) fingerprint checks. Investigations are not necessarily required for personnel performing unclassified work who do not require access to Government installations/facilities, Government IT systems and IT resources, or PEO-SR information. *Cost to meet these security requirements is not directly chargeable to task order.*

The following labor categories require personal security clearance levels:

<b>Labor Category</b>	<b>Required Minimum Security Clearance</b>
Program Manager – Key Personnel	Top Secret
Project Manager – Key Personnel	Top Secret
SME 3 (FSR/Device Manager) – Key Personnel	Secret
SME 3 (Course Developer)	Secret
SME 3 (Trainer)	Secret
SME 3 (System Administrator) – Key Personnel	Top Secret/SCI
Engineer/Scientist 3 – System Architect (Device Manager) – Key Personnel	Top Secret/SCI
Engineer/Scientist 3 – System/Software Engineer (Device Manager) – Key Personnel	Top Secret/SCI

NOTE: If a final determination is made that an individual does not meet or cannot maintain the minimum security fitness requirements, the Contractor shall permanently remove the individual from PEO-SR facilities, projects, and/or programs. If an individual who has been submitted for a fitness determination or security clearance is "denied," receives an "Interim Declination," or unfavorable fingerprint, the Contractor shall remove the individual from PEO-SR facilities, projects, and/or programs until such time as the investigation is fully adjudicated or the individual is resubmitted and is approved. All Contractor and subcontractor personnel removed

from facilities, projects, and/or programs shall cease charging labor hours directly or indirectly on contract/task orders.

The Contractor shall provide resumes for all key personnel for evaluation of the proposal for government review and approval. The Contractor shall not hire personnel within key personnel labor categories without government approval.

#### 14.2.1 Personnel Clearance

The majority of personnel associated with this contract shall possess a SECRET personnel security clearance (PCL). On a case-by case basis, Top Secret (TS) clearances are eligible for access to Sensitive Compartmented Information (SCI). *[Add the following sentences for all cases:]* These programs/tasks include, as a minimum, Contractor personnel having the appropriate clearances required for access to classified data as applicable. Prior to starting work on the task, Contractor personnel shall have the required clearance granted by the DoD CAF and shall comply with IT access authorization requirements. In addition, Contractor personnel shall possess the appropriate IT level of access for the respective task and position assignment as applicable per DoDI 8500.01, DoD Instruction for Cybersecurity. Any future revision to the respective directive and instruction will be applied as a contract modification. Contractor personnel shall handle and safeguard any Controlled Unclassified Information (CUI) and/or classified information in accordance with appropriate Department of Defense, USSOCOM SOF AT&L, and security regulations. The Contractor shall immediately report any security violation to the USSOCOM Security Management Office, the COR, and Government Project Manager.

#### 14.2.2 Access Control of Contractor Personnel

##### 14.2.2.1 Physical Access to Government Facilities and Installations

Contractor personnel shall physically access Government facilities and installations for purposes of site visitation, supervisory and quality evaluation, work performed within Government spaces (either temporary or permanent), or meeting attendance. Individuals supporting these efforts shall comply with the latest security regulations applicable to the Government facility/installation.

- a. The majority of Government facilities require Contractor personnel to have an approved visit request on file at the facility/installation security office prior to access. For admission the USSOCOM facilities/installations, the Contractor shall forward a visit request to Joint Personnel Adjudication System (JPAS) office/SMO. For visitation to all other Government locations, the Contractor shall forward visit request documentation directly to the on-site facility/installation security office.
- b. Depending on the facility/installation regulations, Contractor personnel shall present a proper form of identification(s) and vehicle proof of insurance or vehicle rental

agreement. Contractor  
Security Office directly for latest policy.

shall contact USSOCOM

- c. All Contractor persons engaged in work while on Government property shall be subject to inspection of their vehicles at any time by the Government, and shall report any known or suspected security violations to the Security Department at that location.

#### 14.2.2.2 Identification and Disclosure Requirements

Contractor and subcontractor employees shall take all means necessary to not represent themselves as Government employees. All Contractor personnel shall follow the identification and Government facility disclosure requirement as specified in contract clause 5252.237-9602, Contractor Identification.

#### 14.2.2.3 Government Badge Requirements

Some contract personnel shall require a Government issued picture badge in accordance with contract clause 5252.204-9202, Contractor Picture Badge. While on Government installations/facilities, Contractors shall abide by each site's security badge requirements. Various Government installations are continually updating their security requirements to meet Homeland Security Presidential Directive (HSPD-12) identification standards. Contractors are responsible for obtaining and complying with the latest security identification requirements for their personnel.

Contractors shall submit valid paper work (e.g., site visit request, request for picture badge, and/or SF-86 for CAC) to the applicable Government security office via the COR. The Contractor FSO shall track all personnel holding local Government badges at the contract/task order level.

##### 14.2.2.3.1 Common Access Card (CAC) Requirements

Some Government facilities/installations (e.g., MacDill AFB, FL) require Contractor personnel to have a CAC for physical access to the facilities or installations. Contractors supporting work that requires access to any DoD IT/network also requires a CAC. Granting of logical and physical access privileges remains a local policy and business operation function of the local facility. The Contractor is responsible for obtaining the latest facility/installation and IT CAC requirements from the applicable local Security Office. When a CAC is required to perform work, Contractor personnel shall be able to meet all of the security requirements prior to work being performed (section H).

#### 14.2.3 Security Training

##### 14.2.3.1 Applicable for unclassified and classified task orders,

Contractor personnel (including subcontractors) shall complete all required mandatory Government training. Contractors without access, shall coordinate with the COR concerning mandatory training.

##### 14.2.3.2 The Contractor shall be responsible for verifying applicable

personnel receive all required training. At a minimum, the Contractor (FSO, if applicable) shall track the following information: security clearance information; dates possessing CACs; issuance and expiration dates for badge; Cybersecurity training; Privacy Act training; Personally Identifiable Information (PII) training; CSWF certifications; etc. The Contractor shall report individual Contractor personnel training status by completing and updating the monthly contract/task order status report (CSR/TOSR) Staffing Plan (CDRL A004 of Exhibit A), Training tab.

14.2.3.3 The Contractor shall educate employees on the procedures for the handling and production of classified material and documents, and other security measures as described in the SOW in accordance with DoD 5220.22-M.

### **14.3 OPERATIONS SECURITY (OPSEC) REQUIREMENTS**

Security programs are oriented towards protection of classified information and material. Operations Security (OPSEC) is an operations function which involves the protection of any critical information – focusing on unclassified information that may be susceptible to adversary exploitation. As directed in DoDD 5205.02E in DoD 5205.02 – OPSEC Program Manual. Note: OPSEC requirements are applicable when contract personnel have access to either classified information or unclassified Critical Program Information (CPI)/sensitive information.

Specific Contractor personnel (including subcontractors) shall complete mandatory training based on the access required and work site location. The Contractor shall report individual personnel training status in the monthly task order status report (TOSR) Staffing Plan, Training tab (CDRL A004 Attachment 1 of Exhibit A).

#### **14.3.1 Local and Internal OPSEC Requirement**

Contractor personnel, including subcontractors if applicable, shall adhere to the OPSEC program policies and practices and existing local site OPSEC procedures. The Contractor shall develop their own internal OPSEC program specific to the contract and based on USSOCOM OPSEC requirements. At a minimum, the Contractor's program shall identify the current USSOCOM site OPSEC Officer/Coordinator.

#### **14.3.2 OPSEC Training**

Contractor shall track and ensure applicable personnel receive initial and annual OPSEC awareness training. Training may be provided by the government or a Contractor's OPSEC Manager and shall, as a minimum, cover OPSEC as it relates to contract work, discuss the Critical Information applicable in the TO, and review OPSEC requirements if working at a

government facility. Any training materials developed by the Contractor shall be reviewed by the USSOCOM OPSEC Officer, who will ensure it is consistent with USSOCOM OPSEC policies. OPSEC training requirements are applicable for personnel during their entire term supporting this TO.

#### 14.3.3 USSOCOM OPSEC

As required, the Contractor shall participate in USSOCOM OPSEC program briefings and working meetings as required, and the Contractor shall complete any required OPSEC survey or data call within the timeframe specified.

#### 14.3.4 Classified Contracts

OPSEC requirements identified under a classified contract shall have specific OPSEC requirements listed on the DD Form 254. Individual delivery orders may be designated as classified and will provide exact details and OPSEC provisions required.

### **14.4 CYBER SECURITY**

The vendor shall make every effort to comply with current DoD and USSOCOM cybersecurity governance (to include best practices and countermeasures), under the processes prescribed by the SOF AT&L Cybersecurity personnel. The Contractor shall engage in reasonable efforts to enhance all aspects of cybersecurity (as related to threats, vulnerabilities, prioritization, requirements and investments) that aid in designing in cybersecurity from the beginning and building in a defense-in-depth strategy. Cybersecurity will be an integral part of the entire software development life cycle (SDLC) and hardware development life cycle (HDLC).

The level of effort provided by the vendor will have a direct impact on the time required to secure an Approval to Operate from our organization's CIO or the delegated authorizing official. Some systems will require extra levels of rigor due to their complexity, sensitivity of processed data or other factors. Other systems may operate in an air-gapped fashion and only require an assessment with a bit less rigor. Cybersecurity personnel can assist in defining project specifics with the Program Management Office (PMO) during the project discovery meeting. Common efforts required for Assessment and Authorization (A&A) include:

- Selection of equipment from the National Information Assurance Partnership (NIAP) Product Compliant List (required consideration but not always practical for use case)
- Selection of equipment from the National Security Agency (NSA) Commercial Solutions for Classified (mandatory for equipment processing classified information)
- Application of Defense Information Services Agency (DISA) Security Technical Implementation Guides (STIGs)
- Implementation of all applicable Security Controls (in conjunction with the PMO and IT/Cybersecurity)
- Coordinated strategy with PMO for applicable patching and configuration/change management
- Documentation for Plan of Action and Milestones (POA&M), help provide mitigation strategies (in conjunction with the PMO and Cybersecurity)

- Develop and provide documents and assistance associated with obtaining Interim Authority to Test (IATT), Authority to Operate (ATO), and System Information Profile (SIP) Change Requests (SCR). This will include but is not limited to:
  - o A baseline of the integrated COTS, GOTS and Free and Open Source Software (FOSS) by version for each delivery
  - o Application/system data flow diagrams, systems architecture diagram, Internal/external port/service usage, Internal/external connections, Web services provided/consumed Authentication procedures/ flow diagram
  - o Assist the ISSO/ISSM in the development of mitigations for known vulnerabilities/findings documented in POA&Ms. Develop and provide version and description documents and identify all changes to the baseline per delivery.
  - o Produce source code scan results and develop responses for the DISA Application Security and Development Checklist upon delivery of source code to the government when entering GDT&E for analysis and validation.
- All software and hardware developed will be architected, designed and maintained IAW with known industry best practices and standards, USSOCOM, U.S. Air Force, DoD, and the
- National Institute of Standards and Technologies (NIST) policies and guidance (including any updates) to include but not limited to:
  - o MITRE CWE/SANS Top 25 Most Dangerous Software Errors, Open Web Application Security Project (OWASP) Top ten web vulnerabilities
  - o USSOCOM Policy 380-3 Cybersecurity Manual
  - o DISA Application Security and Development Checklist and all other applicable Secure Technical Implementation Guides (STIGs) and checklists
  - o DoD Instruction 8500.2, Cybersecurity & DoD Instruction 8510.01 Risk Management Framework (RMF) for DoD Information Technology (IT)
  - o NIST SP 800-53 and CNSSI 1253
  - o NIST FIPS 140-2, Security Requirements for Cryptographic Modules, FIPS 180-3, Secure Hash Standard and FIPS 186-3, Digital Signature Standard

- Doing business with the DoD you now have to protect your information and you must comply with NIST SP 800- 171 Titled: Protecting Controlled Unclassified Information in Nonfederal Systems and Organizations

LINK: <https://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-171r1.pdf>

#### 14.5 SECURITY REFERENCES:

<https://www.niap-ccevs.org/Product/index.cfm>

Site provides the approved NIAP product list. Products are approved using NIST-accredited labs in conjunction with validated equipment protection profiles.

<https://www.nsa.gov/resources/everyone/csfc/>

Site provides approved Commercial Solutions for Classified accredited by the NSA. Products

are required use for  
classified data.

systems processing

<https://public.cyber.mil/>

Site provides the STIGs for application development, OS, IE, Android, Apple, etc. The Security Content Automation Protocol (SCAP) Tool is also here, tool is used to evaluate STIG compliance level. (Access to the SCAP Tool requires CAC, Cybersecurity can assist with obtaining the tool)

<https://www.esd.whs.mil/dd/>

DoDI 8500.01 & 8510.01 located here, provides guidance for performing Cybersecurity and RMF process. <https://www.cnss.gov/CNSS/issuances/Instructions.cfm>

CNSSI 1253 Security Categorization and Control

Selection <https://nvd.nist.gov/800-53>

NIST SP 800-53 breaks down the families of security controls and provides procedural guidance for compliance.

**NOTE:** the exact required controls will not become apparent until after the discovery meeting with the PMO & cybersecurity (vendor attendance at PMO discretion) to define various categorizations related to the Confidentiality, Integrity and Availability (CIA) models defined by FIPS 199. These models use the defined parameters of low, moderate and high as related to the aforementioned CIA risk model.

**WARNING:** Software development should consider the security hardened DISA environment prescribed for most DoD use cases. In many instances' software developed in a non-DISA type architecture will not function in the stringent control settings of a DISA operational environment.

## 15.0 EFFECTIVE USE OF CONTROLS

The Contractor shall screen all electronic deliverables or electronically provided information for malicious code using DoD approved anti-virus software prior to delivery to the Government. The Contractor shall utilize appropriate controls (firewalls, password protection, encryption, digital certificates, etc.) at all times to protect contract related information processed, stored or transmitted on the Contractor's and Government's computers/servers to ensure confidentiality, integrity, availability, authentication and non-repudiation. The Contractor shall ensure provisions are in place that will safeguard all aspects of information operations pertaining to this contract in compliance with all applicable SOW references. In compliance with Para 6.3.2.1, the Contractor shall ensure Data-at-Rest is required on all portable electronic devices including storage of all types.

Encryption/digital signing of communications is required for authentication and non-repudiation. The Contractor shall follow minimum standards in USSOCOM for classifying, safeguarding, transmitting, and destroying classified information.



**16.0  
FACILITIES****GOVERNMENT**

As specified in the TO, Government facilities (i.e., office space, computer hardware/software, or lab space) will be provided to those labor categories that would otherwise adversely affect the work performance if they were not available on Government site. All Contractor personnel with supplied government facilities shall be located at Outside the Contiguous United States (OCONUS) sites, USSOCOM MacDill AFB, in Tampa Florida, and various other facilities as determined by TO requirements.

The Government will provide a desk, workspace, utilities, electrical power hookups, individualized Government work computers (SIPRNET and NIPRNET), secure telephone access, appropriate facility access badges, and administrative supplies for those labor categories as needed to accomplish the task order as applicable.

**17.0 Contractor FACILITIES**

The Contractor's facility location shall not present a hardship to complete work required on task order. Real time communication shall be available and no specific facility location is required. The Contractor facility shall be able to warehouse GFP and CAP. The Contractor's facility is not

necessary for the exclusive use of this task order and can be utilized on a shared basis. Estimated space required shall be 500 square feet (sqft) of secured (locked), DPAS compliant building space. The Contractor shall meet all facility location and size requirements within three days after task order award.

**18.0 GOVERNMENT FURNISHED INFORMATION (GFI)**

Government Furnished Information (GFI) is Government owned intellectual property provided to Contractors for performance on a contract. GFI includes manuals, technical specifications, maps, building designs, schedules, drawings, test data, etc. Depending on information contained in a document, the Contractor shall comply with additional controls (e.g., completion of a Non-Disclosure Agreements, etc.) for access and distribution. The Government will provide access to documentation, information, and databases as needed to accomplish the task order as applicable.

**19.0 GOVERNMENT PROPERTY**

As defined in FAR Part 45, Government property is property owned or leased by the Government which includes Government-furnished (GFP) and Contractor-acquired property (CAP). Government property is material, equipment, special tooling, special test equipment, and real property.

**20.0 GOVERNMENT-FURNISHED PROPERTY (GFP)**

As defined in FAR Part 45, GFP is property in the possession of, or directly acquired by, the Government and subsequently furnished to the Contractor for performance of a contract. GFP includes spares and property furnished for repair, maintenance, overhaul, or modification. GFP includes Government-furnished equipment (GFE).

Utilizing GFP on this TO is authorized in accordance with DFARS requirements. The Contractor shall meet applicable FAR and DPAS requirements for the use and charges of GFP. The Contractor shall have the means to provide an effective and efficient stewardship of Government property.

The Contractor shall be responsible for processing GFP receipts, returns, losses, etc, through the Procurement Integrated Enterprise Environment (PIEE) and/or GSA ASSIST GFP Module using the Business Partner Number (BPN) provided by PEO-SR.

#### 20.1.1 Government-Furnished Equipment

GFE is Property, Plant and Equipment (PP&E) provided to the Contractor. It consists of tangible items that are functionally complete for their intended purpose, durable, non-expendable, and needed for the performance of a contract. It is not intended for sale and does not ordinarily lose its identity or become a component part of another article when put into use. It does not include material, real property, special test equipment or special tooling.

FSR Equipment. Upon award the Government will transfer accountability of equipment from the incumbent Contractor to the Successor Contractor. Should the equipment not be available or is inoperable, the Contractor is responsible for obtaining replacement equipment. Such replacement equipment will be reimbursed by the government under this contract. All equipment transferred to the Contractor shall be accounted for and returned to the government upon request or at the end of the contract. Any and all equipment purchased by the Contractor and reimbursed under this contract shall be government property and shall be returned to the government upon request or at the end of the contract.

RAA/VAK equipment. The Government will provide equipment for POI and NET courses in order to supplement unit provided equipment. Any new equipment added to the product line will be provided as GFE to the Contractor in a timely manner to allow for incorporation into the POI and support dissemination of subject matter expertise to the FSR workforce.

Other furnished equipment: The Government (PMO) will issue Common Access Cards (CACs) directly to the FSRs and will maintain direct liaison between the FSRs. In the unlikely event of OCONUS duties, additional equipment, such as: military issued clothing, other military issued equipment, Government furnished meals (not associated with dining facilities), etc., will be handled ensure all FSR(s) in need of an appropriate Letter of Authorization (LOA) is provided, granting access to authorized Government services and equipment, if and when required.

## 20.2 Contractor-ACQUIRED PROPERTY (CAP)

As defined in FAR Part 45, CAP is property acquired, fabricated, or otherwise provided by the Contractor for performing a contract and to which the Government has title but has not yet performed receipt and acceptance. CAP consists of Contractor-acquired equipment (CAE), Contractor-acquired material (CAM), ST, and STE.

CAP items are acquired, fabricated, or otherwise provided by the Contractor to support the contract and may be wholly provided to USSOCOM, incorporated into a system, consumed, or delivered as an end item in the performance of the contract. It is the responsibility of the Component, TSOC, and/or forward deployed government/military personnel to make all equipment selections based on their operational and training requirements. The Contractor shall provide CAP as identified within each AOR throughout the task order. Prior to actual items being acquired, fabricated, or otherwise provided, the Contractor shall obtain COR concurrence.

### 20.2.1.1 Equipment and Material Procurement

The Contractor shall research specified CAP as utilized within the task parameters. To ensure fair and reasonable pricing under this cost reimbursable line item, the Contractor shall ensure

acquisition selection factors include price, availability, reliability, and supportability within current supply system. The Contractor shall keep source selection records and make it available for government review as needed. Prior to items being purchased, the Contractor shall obtain COR concurrence. The Contractor shall provide all support data and cost estimates necessary to justify a fair and reasonable price per item procured. The Contractor shall have an adequate accounting system to track all items and the delivery status per contract/task order and per item. After receipt, the Contractor shall have an adequate property management system to track the item location per contract/task order per item. All items procured by the Contractor shall be utilized or staged at the Contractor's facility transported by the Contractor to the installation, integrated or consumed in a system, or returned to the government at the completion of the contract/task order. The Contractor shall be responsible for identifying monthly and cumulative CAP procurements in the TOSR (CDRL A004). Contractor shall recommend and procure items that conform to the following applicable product validation, identification, and tracking requirements.

20.2.1.2 Product Validation – The Contractor shall certify that it purchases supplies from authorized resellers and/or distributors. The Contractor shall warrant that the products are new, in their original box. The Contractor shall obtain all manufacturer products submitted in contract/task order offers from authentic manufacturers or through legal distribution channels only, in accordance with all applicable laws and policies at the time of purchase. The Contractor shall provide the Government with a copy of the End User license agreement, and shall warrant that all manufacturer software is licensed originally to Government as the original licensee authorized to use the manufacturer software. The Contractor shall track the licensing

information and have it  
review.

available for government

20.2.1.3 Electronic Parts – In order to mitigate use of counterfeit and/or defective electronic parts, the Contractor shall ensure all acquired electronic parts comply with the notification, inspection, testing, and authentication requirements in accordance with DFARS clauses 252.246-7007 and DFAR clause 252.246-7008 specific to for electronic parts.

20.2.1.4 Item Unique Identification (IUID) – The Contractor shall ensure that certain delivered items manufactured, integrated, or purchased (depending if item meets a unit cost threshold, is serially managed, or if government specifies identification required) have an item unique identification or Unique Item Identifier (UII). If specified by the Government, prior to delivery, the Contractor shall clearly mark and identify each applicable item based on the guidance provided in DoD MIL-STD-130N for those items not already marked. With Government concurrence, the Contractor shall specify the construct, syntax, marking methodology, and quality methodology chosen to mark the required parts and any corresponding technical justification. All IUID information shall be recorded and shall be subject to Government review. The Contractor shall track IUID items and maintain information being recorded.

Prior to delivery of applicable CAP item, the Contractor shall register items with Unique Item Identifier (UII) in the IUID Registry.

#### 20.2.1.5 Warranty Tracking & Management

##### 20.2.1.5.1 Warranty Tracking of Serialized Items

In accordance with DFARS clause 252.246-7005/7006 and Instructions for Electronic Submission of Warranty Tracking and Administration Information for Serialized Items (see CDRL A003 of Exhibit A), the Contractor shall follow the requirements for any serialized item manufactured or acquired that come with a warranty:

- a. For Government specified warranty terms – the Government will complete certain fields on the Warranty Tracking Information (WTI) form and Warranty Source of Repair Instructions (WSRI) form. The Contractor shall complete the remaining sections of the WTI and forward the form as part of their contract proposal prior to award. The Contractor shall complete the remaining sections of WSRI and forward the form (CDRL A003) to the Contracting Officer and COR at time of delivery of the warranted serialized item(s).
- b. For Contractor/vendor specified warranty terms – the Contractor shall complete all data elements for both the WTI and WSRI and shall forward the completed forms (CDRL

A003) to the Contracting Officer and COR no later than the date the warranted serialized items are presented for receipt and/or acceptance.

- c. For receipt and acceptance of items – the Contractor shall comply with the following requirements:
  - a. Utilizing the Wide Area WorkFlow (WAWF), the Contractor shall ensure that the required warranty data is electronically submitted using the CDRL exhibit line item number (ELIN) functionality for the WAWF Materiel Inspection and Receiving Report or WAWF Repairable Receiving Report, as applicable.
  - b. If problems occur submitting warranty data electronically, the WTI and WSRI can be submitted manually (as a PDF file) with the COR concurrence. The Contractor shall forward documents to COR for review and when approved, the Government will post forms to Electronic Data Access (EDA).

#### 20.2.1.5.2 Warranty Management

The Contractor shall serve as the warranty manager by tracking the applicable government acceptance dates/receipt dates against the serial number of equipment or the lowest replaceable unit (LRU) of a system. As warranty manager, the Contractor shall, unless otherwise directed,

submit warranty data on Warranty Tracking Information (WTI) form and Warranty Source of Repair Instructions (WSRI) as specified on the Warranty Tracking and Administration for Serialized Items (CDRL A003). The Contractor shall upload data to the WAWF Materiel Inspection and Receiving Report (or WAWF Repairable Receiving Report, if appropriate).

- a. If no compatible Government database to maintain and track warranty life spans for the GFP and/or CAP under contract/task order, the Contractor shall internally track items by contract/task order, serial numbers, and the information shall be updated monthly to identify the time left on the original warranty. The Contractor shall provide the government a copy of the warranty information in an inventory tracking report (CDRL A002).
- b. When an item has failed, the Contractor shall determine if the item is still under warranty. If the item is under warranty, the Contractor shall obtain a Return for Maintenance Authorization (RMA) number and instructions on how to get the product repaired or replaced from the manufacturer or authorized distributor. A Warranty and NonWarranty Failure Status Repair
- c. Report (CDRL A003) shall be submitted to the COR on all warranty and nonwarranty actions taken during the preceding quarter and collected cumulatively. The Contractor shall submit the report within fifteen (15) days of the completion of the quarter. Quarters will be based on the fiscal year beginning in the month of October.

**20.3 GOVERNMENT****PROPERTY MANAGEMENT****20.3.1 Contractor Property Management System**

Pursuant to FAR clause 52.245-1 and DFARS clause 252.245-7003, the Contractor shall establish and maintain an acceptable property management system that is subject to review and approval by the Contracting Officer and contract/task order Government Property Administrator. The Contractor's property management system shall adhere to the applicable prescribed requirements in FAR clause 52.245-1 and include the required data elements in DFARS clause 252.211-7007. The Contractor shall ensure GFP in the possession of a subcontractor shall also be reported using the required data elements cited in DFARS clause 252.211-7007.

**20.3.2 Government Property Administrator**

As allowed by FAR Subpart 42.201, the contract property administrator under this contract is designated as Defense Contract Management Agency (DCMA). The Contractor shall work with the designated contract property administrator to ensure compliance with the contract's property requirements.

**20.3.3 GFP Transfer between Government and Contractor**

Contractors shall not take receipt or transfer custody of any GFP without possessing proper contractual authority; i.e.; GFP items must be specified on a Consolidated GFP form which is tied to one specific contract or task order. The Contractor shall perform GFP reporting as

required by DFARS clause 252.211-7007. The primary and preferred means of reporting is via electronic transfer transaction in Invoicing, Receipt, Acceptance, and Property Transfer (iRAPT), an application within WAWF, which will automatically transmit the GFP custody information to the GFP Repository within the Item Unique Identification (IUID) Registry. For non-serially managed GFP items, the Contractor shall only report the initial receipt. For serially-managed GFP items, the Contractor shall report all subsequent transactions affecting GFP custody. In order to perform electronic transaction reporting in iRAPT, the Contractor shall register for iRAPT access and obtain the Contractor Property Shipper and Contractor Property Receiver roles.

Note: As a backup process to the electronic tracking, USSOCOM property management specifies use of Requisition and Invoice/Shipping Document (DD1149) and/or COMSEC Material Report (SF153) to validate actual transfer of property physically occurred. The Contractor shall ensure all received and returned items are documented with proper paperwork.

**20.3.4 GFP Tagging, Labeling and Marking**

The Contractor shall tag, label, or mark all serially managed GFP items not previously tagged, labeled, or marked. This does not refer specifically to an IUID tag, label or mark.

**20.3.5 Government Property Records**

Pursuant to FAR clause 52.245-1, Contractors and any subcontractors if applicable shall be

responsible for establishing and maintaining records of Government Property in their possession – this includes GFP and CAP. The Contractor shall ensure GFP and CAP records contain, at a minimum, the data elements as described in FAR clause 52.245-1 and GFP records also contain the data elements specified in the DFARS clause 252.211-7007.

20.3.5.1 The Contractor shall ensure all GFP and CAP identified in the Contractor's Property Management System are designated appropriately as material, equipment, ST and/or STE. The Contractor shall work with the COR and designated contract Property Administrator to maintain adequate GFP records. The Contractor shall forward the GFP inventory to USSOCOM functional mailbox for review, tracking, and centralization which is required as part of the monthly TOSR (CDRL A004).

20.3.5.2 For all GFP items including laptops (identified on the Consolidated GFP form) removed from a Government facility, the Contractor employee shall possess at all times a Government signed copy of the DD1149 specifying contract and applicable task order number, if applicable, company name, model number, and serial number of the computer. For GFP laptops assigned to Contractor employees, in addition to the signed DD1149, a Contractor-generated property pass with the employee's name may be attached to validate possession in accordance with applicable company internal procedures.

#### 20.3.6 CAP Inventory and Warranty Tracking

The Contractor shall create and maintain internal records of all Government property accountable to the contract, including GFP and CAP. In accordance with DFARS clause 252.246-7006, the Contractor shall record each item delivered and/or ordered in a Material Inspection and Receiving Report/Inventory Tracking Report which are subject to review and delivery as requested (CDRL A002). At a minimum, the report shall track the following information: item description, order date, serial number, model number, lot number, delivery location, and the manufacturer warranty period and expiration date, if applicable. The Contractor shall have inventory report information available for Government review, and the Contractor shall ensure the report information has the ability to be sorted and manipulated by any of the input fields.

#### 20.3.7 Government Property Transferring Accountability

GFP cannot be transferred between contracts or task orders unless approval is obtained from the Contracting Officer, proper identification/tracking is maintained, and modifications are issued to both affected contracts and/or task orders. Unlike GFP, CAP cannot be transferred. If CAP is required to be utilized on a contract or task order other than the one that funded its acquisition, it must be delivered to the Government. Once received and accepted by the Government, it can be provided as GFP on the same or another contract.

#### 20.3.8 Government Property Lost or Damaged Items

Contractor shall promptly report to the COR and Contracting Officer all lost and/or damaged Government property. The requirements and procedures for reporting lost Government Property

are specified in  
252.2457002.

DFARS clause

#### **20.3.9 Government Property Inventory Disposition**

When disposition instructions for GFP are contained in the accountable contract or on the supporting shipping documents (DD Form 1149), the Contractor shall initiate and submit an excess inventory listing to the Contracting Officer, via the activity Property Administrator.

Pursuant to DFARS clause 252.245-7004, when disposition instructions are not stipulated in the contract or supporting shipping document (DD Form 1149), an excess inventory listing is required that identifies GFP and, under cost reimbursement contracts, CAP. The Contractor shall submit the list to the COR and PCO, via the activity Property Administrator, at which time disposition instructions will be provided by the Government. Note: If any Government property is slated for demilitarization, mutilation, or destruction by the Contractor, the event shall be witnessed and verified by the COR or the designated Government personnel.

The Contractor shall include a final inventory reporting list in the contract/task order Closeout Report (CDRL A005). At the time of the Contractor's regular annual inventory, the Contractor shall provide the PCO, via the assigned Property Administrator, a copy of the physical inventory listing. All Contractor personnel shall be responsible for following the company's internal inventory management procedures and correcting any problems noted by the Government

Property Administrator.

#### **20.3.10 Government Property Performance Evaluation**

Non-compliance with Government Property terms and conditions will negatively affect the Contractor's annual CPARS rating.

### **21.0 TRANSPORTATION OF EQUIPMENT/MATERIAL**

Transportation of equipment and/or material is applicable for the noted GFP and/or CAP. The Contractor shall adhere to all property transportation requirements within DPAS procedures and policies.

### **22.0 SAFETY ISSUES**

#### **22.1 OCCUPATIONAL SAFETY AND HEALTH REQUIREMENTS**

The Contractor shall be responsible for ensuring the safety of all company employees, other working personnel, and Government property. The Contractor is solely responsible for compliance with the Occupational Safety and Health Act (OSHA) (Public Law 91-596) and the resulting applicable standards, OSHA Standard 29 CFR 1910 (general), 1915 (shipboard/submarine) and 1926 (shore), and for the protection, safety and health of their



employees and any subcontractors assigned to the contracts. Without Government assistance, the

Contractor shall make certain that all safety requirements are met, safety equipment is provided, and safety procedures are documented as part of their quality management system. If performing within Government facilities, Contractor shall immediately report any accidents involving Government or Contractor personnel injuries or property/equipment damage to the Contracting Officer and COR. Additionally, the Contractor is responsible for securing the scene and impounding evidence/wreckage until released by the COR or on-site Government representative.

## **22.2 SAFETY EQUIPMENT**

All personnel safety equipment required to perform work under this contract shall be provided by the Contractor and must be in satisfactory working order. Personal safety equipment shall include, but not be limited to -- hard-hats, safety shoes, safety gloves, goggles, hearing protection, non-flammable clothing for hot work personnel, gas/oxygen detectors for confined spaces, face shields, and other types of safety equipment required to assure a safe work environment and compliance with applicable federal, state and local safety regulations.

The Contractor shall provide each deploying FSR with a kit that includes required test equipment and personal protective equipment. Upon completion of the contract, this equipment will be turned over to the Government.

## **22.3 SAFETY TRAINING**

The Contractor shall be responsible to train all personnel that require safety training.

## **23.0 SUBCONTRACTING REQUIREMENTS**

In accordance with FAR clause 52.219-9, the Contractor shall effectively implement their government approved Small Business Subcontracting Plan throughout the life of the task order. The Contractor shall provide for maximum practicable opportunity for Small Business to participate in contract performance consistent with efficient contract performance. The Contractor shall demonstrate or at least document they have provided their best attempt to meet all terms and conditions in the contract relating to Small Business participation. Inability to adhere to an effective subcontracting program shall negatively affect a Contractor's annual government Contractor Performance Assessment Report (CPAR) rating.

### **23.1 APPROVED Subcontractors**

If the prime Contractor is planning to utilize subcontractor(s) on this contract, the applicable subcontractors shall be specified task order award, if applicable. Per FAR clause 52.244-2, if a subcontractor (includes tier 1, tier 2, tier 3, etc.) is proposed by a prime and is not approved on the basic contract, formal justification is required and subject to Government approval.

## **23.2 USE OF Subcontractors**

Subcontractors are considered a valuable component of the RAA/VAK program. The PMO encourages teaming among industry partners to the maximum extent possible. Teaming arrangements shall provide meaningful partnering between companies and deliver benefit to PMO.

Prime Contractors shall engage first-tier Subcontractors only. The use of lower than first-tier SubContractors creates contract integration and accountability challenges that are unacceptable to the PMO on this contract. Deviation from this policy shall require written approval from the KO and COR.

All Subcontractor personnel shall be directly employed by the Subcontractor Company. No Subcontractor's personnel may be under consulting contracts or agreements, 1099 arrangements or other arrangements that would be viewed as anything but an employer-employee arrangement.

The PMO shall manage all aspects of the Prime to Subcontractor relationship, from establishing the initial agreements to ensuring the SOW's requirements and terms are adhered and respected.

Due to the duty location(s) and combat environment of the TO, the use of 1099 contactor employees are discouraged.

## **24.0 TRAVEL**

Contractor personnel shall travel to CONUS and to hazardous and non-hazardous OCONUS locations in support of this task order. Contractor shall submit all travel requests to both the PM and the COR for notification and approval/non-approval prior to travel taking place. All travel shall be in accordance with the Government's Joint Travel Regulation (JTR) or Federal Travel Regulation (FTR). Travel vouchers and supporting documents shall be presented for payment within 10 days after completion of travel.

The Contractor shall comply with the latest Joint Travel Regulation (JTR) since the Contractor is considered "Other authorized travelers who use appropriated DoD funding"

### **24.1 LOCATIONS**

Travel is required on this contract to the requested AOR locations. Prior to any travel taken in support of this task order, the Contractor shall obtain COR concurrence. The Contractor shall ensure all travel is performed pursuant to contract clause - Reimbursement of Travel Costs. The majority of the work under this task order shall be performed at USSOCOM (Contractor and Government facilities). At a minimum but not limited to the following locations:

- 24.1.1 DoD shore facilities worldwide (CONUS and OCONUS)
  - 24.1.1.1 SOCAFRICA, Germany, Djibouti, Somalia, Kenya, Tanzania, Ethiopia, Madagascar, Niger, Nigeria, Cameroon, Chad, Tunisia, Mali, Mauritania, Senegal, Burkina Faso
  - 24.1.1.2 USASOC, FT Bragg, NC: USASFC (HQ, 1st, 3rd, 5th, 7th, 10th SFGs)
  - 24.1.1.3 NSWC (East & West)
  - 24.1.1.4 MARSOC (East & West):
  - 24.1.1.5 USSOCOM, MacDill AFB, FL, Tampa, FL
  - 24.1.1.6 SOCCENT, MacDill AFB, Miami, FL, FL, Iraq, Syria, Turkey, Kuwait, Jordan
  - 24.1.1.7 SOCPAC, Philippines
  - 24.1.1.8 SOCEUR, Stuttgart Germany:
  - 24.1.1.9 SOCSOUTH, Bogotá, Columbia
  - 24.1.1.10 Afghanistan
  - 24.1.1.11 SOCNORTH
  - 24.1.1.12 SOCKOR
  - 24.1.1.13 FT Carson, CO: FT Lewis, WA: Schofield Barracks, Hawaii: Clarksville, TN
- 24.1.2 Southwest Asia (potential Hostile areas)
- 24.1.3 Other sovereign and foreign government and commercial facilities

## 24.2 OCONUS TRAVEL REQUIREMENTS

Pursuant to DoDI 3020.41, and the latest DoD Foreign Clearance Guide requirements, the Contractor shall travel outside the continental United States (OCONUS) sites to support deployed forces.

### 24.2.1 General OCONUS Requirements

The Contractor shall ensure compliance with applicable clauses and travel guide requirements prior to traveling to each of the specified travel locations. The Contractor shall be responsible for knowing and understanding all travel requirements as identified by the applicable combatant command (CCMD) and country. The Contractor shall be responsible for submitting applicable deployment forms and/or deployment packages (CDRL A014) to the COR or contract technical POC and USSOCOM Deployment Manager no later than 30 days prior to travel.

For all OCONUS travel, the Contractor shall submit an official OCONUS Travel Form and shall ensure all OCONUS travel has an approved Aircraft and Personnel Automated Clearance System (APACS) request. The contract/task order COR will provide a blank travel form after contract/task order award.

#### 24.2.2 OCONUS Immunization Requirements

Pursuant to DoDI 6205.4, and any additional USSOCOM specific requirements, Contractor employees who deploy to OCONUS locations both shore and afloat shall require up to date immunizations.

#### 24.2.3 Letter of Authorization

If work requires Contractor personnel to process through a deployment center or to travel to, from, or within the designated operational area, the Contractor shall have a letter of authorization (LOA) signed by the designated Contracting Officer. The LOA identifies any additional authorizations, privileges, or Government support that Contractor personnel are entitled to under contract and task order, if applicable. The Contractor shall initiate a LOA for each prospective traveler. The Contractor shall use the web-based Synchronized Pre-deployment & Operational Tracker (SPOT) or its successor, at <http://www.dod.mil/bta/products/spot.html>, to enter and maintain data with respect to traveling/deployed personnel, and to generate LOAs. When necessary and if in the Government's interest, the Contractor may also initiate a LOA request to provide an official traveler access to Government facilities and to take advantage of travel discount rates in accordance with Government contracts and/or agreements. All privileges,

services, and travel rate discount access are subject to availability and vendor acceptance. LOAs are required to be signed and approved by the SPOT registered Contracting Officer of this contract.

Note for travel to Iraq: The only acceptable LOAs for work performed in Iraq are in support of Office of Security Cooperation - Iraq (OSC-I) or the Department of State (DoS). Support in reference to U.S. Forces Iraq (USF-I) is no longer valid beyond Dec 2011.

#### 24.2.4 Theater Business Clearance (TBC) Special Requirements

Contractors required to travel to Afghanistan shall conform to the latest CENTCOM - Joint Theater Support Contracting Command (C-JTSCC) Special Requirement specific to USCENTCOM area of responsibility. Work performed in Afghanistan requires a monthly Contractor Census Report (CDRL A009) that the Contractor shall submit to the Contracting Officer. See DD-1423 for specific reporting requirements.

### **25.0 OTHER CONDITIONS/REQUIREMENTS**

#### **25.1 Contractor RESPONSIBILITIES**

1. Conduct theater-specific training and briefings
2. Obtain theater-specific clothing and individual equipment as required
3. Ensure that medical requirements (such as immunization, DNA screening, HIV testing, and dental examinations) for deployment have been met

4. Arrange for transportation to the theater of operations
5. Adhere to all requirements of the Directorate of Mobilization and Deployment/CONUS Replacement Center (CRC) located at Fort Bliss, TX, or other CRC locations to meet deployment requirements. The acceptance of a self-defense weapon by contract employee is voluntary and should be in accordance with the theater of operations requirements.

## **25.2 EXTENDED WORK WEEK (EWW)**

Due to operational requirements, schedules, and the availability of required resources and/or downtime of those resources, extended work week (EWW) may be required for professional (i.e., salaried) employees. Prior to EWW being worked, the Contractor shall obtain COR concurrence for the specific hours per labor category and applicable dates. This TO will not exceed 40 hours per each position within each labor category.

## **26.0 SECTION 508 COMPLIANCE**

Section 508 requires that when Federal agencies develop, procure, maintain, or use electronic and information technology (EIT), Federal employees with disabilities have access to and use of information and data that is comparable to the access and use by Federal employees who are not individuals with disabilities, unless an undue burden would be imposed on the agency. Section 508 also requires that individuals with disabilities, who are members of the public seeking information or services from a Federal agency, have access to and use of information and data that is comparable to that provided to the public who are not individuals with disabilities, unless an undue burden would be imposed on the agency.

IAW FAR 2.101: Electronic and information technology (EIT) has the same meaning as “information technology” except EIT also includes any equipment or interconnected system or subsystem of equipment that is used in the creation, conversion, or duplication of data or information. The term EIT, includes, but is not limited to, telecommunication products (such as telephones), information kiosks and transaction machines, worldwide websites, multimedia, and office equipment (such as copiers and fax machines).]

## 27.0 TASK ORDER CLAUSES

This task order incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer (CO) will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <https://www.acquisition.gov/content/regulations>. This task order is subject to the terms and conditions provided in the One Acquisition Solution for Integrated Services (OASIS) Pool 1 contract award as well as those outlined in this task order. In the event of an inconsistency between documents, the following order of precedence shall apply:

1. OASIS Contract
2. Task Order Performance Work Statement (PWS)
3. Task Order Attachments, drawings, exhibits, etc. associated with the PWS
4. Contractor's Task Order Proposal

NOTE: In the event of a discrepancy between the Contractor's Task Order Proposal and any of the aforementioned Contract/Task Order documents, the Contract and Task Order language shall take precedence. In particular, only in extremely rare circumstances can the language in a task order supersede the language in the OASIS contract. Any such instance shall be clearly indicated in the resulting task order award.

### **Federal Acquisition Regulation (FAR) Clauses incorporated by reference:**

52.204-2	Security Requirements (Aug 1996)
52.204-7	System for Award Management (Oct 2018)
52.204-9	Personal Identity Verification of Contractor Personnel (Jan 2011)
52.204-14	Service Contract Reporting Requirements (Oct 2016)
52.204-19	Incorporation by Reference of Representations and Certification (Dec 2014)
52.212-4	Contract Terms and Conditions – Commercial Items (Oct 2018)
i52.212-4	Contract Terms and Conditions – Commercial Items, <i>Alternate I</i> (Jan 2017)
52.215-23	Limitations on Pass Through Charges (Jun 2020)
52.216-31	Time-and-Materials/Labor-Hour Proposal Requirements-Commercial Item Acquisition (Feb 2007)
52.232-40	Providing Accelerated Payments to Small Business SubContractors (Dec 2013)
52.244-2	Subcontracts (Oct 2010)
52.245-1	Government Property (Jan 2017)
52.251-1	Government Supply Sources (Apr 2012)

52.245-9.	Use and Charges	APR 2012
52.225-26	Contractors Performing Private Security Functions Outside the United States (OCT 2016)	
52.222-50	Combating Trafficking in Persons (JAN 2019)	
52.228 -3	Workers' Compensation Insurance (Defense Base Act) (JUL 2014)	

**Defense Acquisition Regulations System (DFARS) Clauses incorporated by reference:**

252.201-7000	Contracting Officer's Representative (Dec 1991)
252.203-7000	Requirements Relating to Compensation of Former DoD Officials (Sep 2011)
252.203-7002	Requirement to Inform Employees of Whistleblower Rights (Sep 2013)
252.204-7000	Disclosure of Information (Oct 2016)
252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information (Oct 2016)
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting (Oct 2016)
252.209-7004	Subcontracting with Firms That are Owned or Controlled by the Government of a Terrorist Country (Oct 2015)
252.211-7007	Reporting of Government-Furnished Property (Aug 2012)
252.245-7001	Tagging, Labeling and Marking GFP (Apr 2012)
252.245-7002	Reporting Loss of Government Property (Apr 2012)
252.245-7003	Contractor Property Management System Admin (Apr 2012)
252.245-7004	Reporting, Reutilization, and Disposal (Dec 2017)
252.251-7000	Ordering From Government Supply Sources (Aug 2012)
252.211-7007.	Reporting of Government-Furnished Property (Aug 2012)
252.246-7004	Safety of Facilities, Infrastructure and Equipment for (OCT 2010) Military Operations
252.232-7003	Electronic Submission of Payment Request and Receiving Reports (DEC 2018)

**General Services Administration Acquisition Manual (GSAM) Clauses incorporated by reference:**

**INCREMENTAL FUNDING – TIME AND MATERIAL/LABOR HOURS**

The project may be incrementally funded. If incremental funded, funds shall be added to the task order via a unilateral modification as the funds become available. The Contractor shall not perform work resulting in charges to the Government that exceed obligated funds.

The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that the costs it expects to incur under this task order in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of the total amount so far allotted to the task order by the Government. The notice shall state the estimated amount of additional funds required to continue performance of the task order for the specified period of performance or completion that task.

Sixty days before the end of the period specified in the Schedule, the Contractor shall notify the Contracting Officer in writing of the estimated amount of additional funds, if any, required to continue timely performance under the contract or for any further period specified in the Schedule or otherwise agreed upon, and when the funds will be required.

The Government is not obligated to reimburse the Contractor for charges in excess of the contract/order funded amount and the Contractor is not obligated to continue performance or otherwise incur costs that could result in charges to the Government in excess of the obligated amount under the contract/order.

End of Clause

**CLAUSES INCORPORATED BY FULL TEXT****THEATER BUSINESS CLEARANCE CLAUSES**

In accordance with DoD Policy and the CENTCOM Contracting Command, Theater Business Clearance (TBC) is required for Contractor support in Iraq and Afghanistan. TBC approval will be obtained by the Government at the task order level when applicable. No action is required on the part of the prime Contractor to receive approval.

**52.225-19 Contractor PERSONNEL IN A DESIGNATED OPERATIONAL AREA OR SUPPORTING A DIPLOMATIC OR CONSULAR MISSION OUTSIDE THE UNITED STATES**

(a) Definitions. As used in this clause-



Chief of mission means the principal officer in charge of a diplomatic mission of the United States or of a United States office abroad which is designated by the Secretary of State as diplomatic in nature, including any individual assigned under section 502(c) of the Foreign Service Act of 1980 (Public Law 96-465) to be temporarily in charge of such a mission or office.

Combatant commander means the commander of a unified or specified combatant command established in accordance with 10 U.S.C. 161.

Designated operational area means a geographic area designated by the combatant commander or subordinate joint force commander for the conduct or support of specified military operations.

“Supporting a diplomatic or consular mission” means performing outside the United States under a contract administered by Federal agency personnel who are subject to the direction of a chief of mission.

(b) General.

(1) This clause applies when Contractor personnel are required to perform outside the United States-

(i) In a designated operational area during-

(A) Contingency operations;

(B) Humanitarian or peacekeeping operations; or

(C) Other military operations; or military exercises, when designated by the Combatant Commander; or

(ii) When supporting a diplomatic or consular mission-

(A) That has been designated by the Department of State as a danger pay post (see <https://aoprals.state.gov/>); or

(B) That the Contracting Officer has indicated is subject to this clause.

(2) Contract performance may require work in dangerous or austere conditions. Except as otherwise provided in the contract, the Contractor accepts the risks associated with required contract performance in such operations.

(3) Contractor personnel are civilians.

(i) Except as provided in paragraph (b)(3)(ii) of this clause, and in accordance with paragraph (i)(3) of this clause, Contractor personnel are only authorized to use deadly force in self-defense.

(ii) Contractor personnel performing security functions are also authorized to use deadly force when use of such force reasonably appears necessary to execute their security mission to protect assets/persons, consistent with the terms and conditions contained in the contract or with their job description and terms of employment.

(4) Service performed by Contractor personnel subject to this clause is not active duty or service under [38 U.S.C. 106](#) note.

(c) *Support.* Unless specified elsewhere in the contract, the Contractor is responsible for all logistical and security support required for Contractor personnel engaged in this contract.

(d) *Compliance with laws and regulations.* The Contractor shall comply with, and shall ensure that its personnel in the designated operational area or supporting the diplomatic or consular mission are familiar with and comply with, all applicable-

- (1) United States, host country, and third country national laws;
- (2) Treaties and international agreements;
- (3) United States regulations, directives, instructions, policies, and procedures; and
- (4) Force protection, security, health, or safety orders, directives, and instructions issued by the Chief of Mission or the Combatant Commander; however, only the Contracting Officer is authorized to modify the terms and conditions of the contract.

(e) *Preliminary personnel requirements.*

- (1) Specific requirements for paragraphs (e)(2)(i) through (e)(2)(vi) of this clause will be set forth in the statement of work, or elsewhere in the contract.
- (2) Before Contractor personnel depart from the United States or a third country, and before Contractor personnel residing in the host country begin contract performance in the designated operational area or supporting the diplomatic or consular mission, the Contractor shall ensure the following:

- (i) All required security and background checks are complete and acceptable.
- (ii) All personnel are medically and physically fit and have received all required vaccinations.
- (iii) All personnel have all necessary passports, visas, entry permits, and other documents required for Contractor personnel to enter and exit the foreign country, including those required for in-transit countries.
- (iv) All personnel have received-
  - (A) A country clearance or special area clearance, if required by the chief of mission; and
  - (B) Theater clearance, if required by the Combatant Commander.
- (v) All personnel have received personal security training. The training must at a minimum-
  - (A) Cover safety and security issues facing employees overseas;
  - (B) Identify safety and security contingency planning activities; and
  - (C) Identify ways to utilize safety and security personnel and other resources appropriately.
- (vi) All personnel have received isolated personnel training, if specified in the contract. Isolated personnel are military or civilian personnel separated from their unit or organization in an environment requiring them to survive, evade, or escape while awaiting rescue or recovery.
- (vii) All personnel who are U.S. citizens are registered with the U.S. Embassy or Consulate with jurisdiction over the area of operations on-line at <http://www.travel.state.gov>.

(viii) The Contractor shall notify all personnel who are not a host country national or ordinarily resident in the host country that-

(ix) If this contract is with the Department of Defense, or the contract relates to supporting the mission of the Department of Defense outside the United States, such employees, and dependents residing with such employees, who engage in conduct outside the United States that would constitute an offense punishable by imprisonment for more than one year if the conduct had been engaged in within the special maritime and territorial jurisdiction of the United States, may potentially be subject to the criminal jurisdiction of the United States (see the Military Extraterritorial Jurisdiction Act of 2000 ([18 U.S.C. 3261 et seq.](#));

(x) Pursuant to the War Crimes Act, [18 U.S.C. 2441](#), Federal criminal jurisdiction also extends to conduct that is determined to constitute a war crime when committed by a civilian national of the United States; and

(xi) Other laws may provide for prosecution of U.S. nationals who commit offenses on the premises of United States diplomatic, consular, military or other United States Government missions outside the United States ( [18U.S.C.7\(9\)](#)).

(f) *Processing and departure points.* The Contractor shall require its personnel who are arriving from outside the area of performance to perform in the designated operational area or supporting the diplomatic or consular mission to-

(1) Process through the departure center designated in the contract or complete another process as directed by the Contracting Officer;

(2) Use a specific point of departure and transportation mode as directed by the Contracting Officer; and

(3) Process through a reception center as designated by the Contracting Officer upon arrival at the place of performance.

(g) *Personnel data.*

(1) Unless personnel data requirements are otherwise specified in the contract, the Contractor shall establish and maintain with the designated Government official a current list of all Contractor personnel in the areas of performance. The Contracting Officer will inform the Contractor of the Government official designated to receive this data and the appropriate system to use for this effort.

(2) The Contractor shall ensure that all employees on this list have a current record of emergency data, for notification of next of kin, on file with both the Contractor and the designated Government official.

(h) *Contractor personnel.* The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any Contractor personnel who fail to comply with or violate applicable requirements of this contract. Such action may be taken at the Government's discretion without prejudice to its rights under any other provision of this contract, including termination for default or cause.

(i) *Weapons.*

(1) If the Contracting Officer, subject to the approval of the Combatant Commander or the Chief of Mission, authorizes the carrying of weapons-

(i) The Contracting Officer may authorize an approved Contractor to issue Contractor-

owned weapons and  
employees; or

ammunition to specified

(ii) The \_\_\_\_\_ [Contracting Officer to specify individual, e.g., Contracting Officer Representative, Regional Security Officer, etc.] may issue Government-furnished weapons and ammunition to the Contractor for issuance to specified Contractor employees.

(2) The Contractor shall provide to the Contracting Officer a specific list of personnel for whom authorization to carry a weapon is requested.

(3) The Contractor shall ensure that its personnel who are authorized to carry weapons-

(i) Are adequately trained to carry and use them-

(A) Safely;

(B) With full understanding of, and adherence to, the rules of the use of force issued by the Combatant Commander or the Chief of Mission; and

(C) In compliance with applicable agency policies, agreements, rules, regulations, and other applicable

law;

(ii) Are not barred from possession of a firearm by [18U.S.C. 922](#); and

(iii) Adhere to all guidance and orders issued by the Combatant Commander or the Chief of Mission

regarding possession, use, safety, and accountability of weapons and ammunition.

(4) Upon revocation by the Contracting Officer of the Contractor's authorization to possess weapons, the Contractor shall ensure that all Government-furnished weapons and unexpended ammunition are returned as directed by the Contracting Officer.

(5) Whether or not weapons are Government-furnished, all liability for the use of any weapon by Contractor personnel rests solely with the Contractor and the Contractor employee using such weapon.

(j) *Vehicle or equipment licenses.* Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the area of performance.

(k) *Military clothing and protective equipment.*

(1) Contractor personnel are prohibited from wearing military clothing unless specifically authorized by the Combatant Commander. If authorized to wear military clothing, Contractor personnel must wear distinctive patches, armbands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures.

(2) Contractor personnel may wear specific items required for safety and security, such as ballistic, nuclear, biological, or chemical protective equipment.

(l) *Evacuation.*

(1) If the Chief of Mission or Combatant Commander orders a mandatory evacuation of some or all personnel, the Government will provide to United States and third country national Contractor personnel the level of assistance provided to private United States citizens.

(2) In the event of a non-mandatory evacuation order, the Contractor shall maintain personnel on location sufficient to meet contractual obligations unless instructed to evacuate by the Contracting Officer.

(m) *Personnel recovery.*

(1) In the case of isolated, missing, detained, captured or abducted Contractor personnel, the Government will assist in personnel recovery actions.

(2) Personnel recovery may occur through military action, action by non-governmental organizations, other Government-approved action, diplomatic initiatives, or through any combination of these options.

(3) The Department of Defense has primary responsibility for recovering DoD contract service employees and, when requested, will provide personnel recovery support to other agencies in accordance with DoD Directive 2310.2, Personnel Recovery.

(n) *Notification and return of personal effects.*

(1) The Contractor shall be responsible for notification of the employee-designated next of kin, and notification as soon as possible to the U.S. Consul responsible for the area in which the event occurred, if the employee-

(i) Dies;

(ii) Requires evacuation due to an injury; or

(iii) Is isolated, missing, detained, captured, or abducted.

(2) The Contractor shall also be responsible for the return of all personal effects of deceased or missing Contractor personnel, if appropriate, to next of kin.

(o) *Mortuary affairs.* Mortuary affairs for Contractor personnel who die in the area of performance will be handled as follows:

(1) If this contract was awarded by DoD, the remains of Contractor personnel will be handled in accordance with DoD Directive 1300.22, Mortuary Affairs Policy.

(2)

(i) If this contract was awarded by an agency other than DoD, the Contractor is responsible for the return of the remains of Contractor personnel from the point of identification of the remains to the location specified by the employee or next of kin, as applicable, except as provided in paragraph (o)(2)(ii) of this clause.

(ii) In accordance with [10 U.S.C. 1486](#), the Department of Defense may provide, on a reimbursable basis, mortuary support for the disposition of remains and personal effects of all U.S. citizens upon the request of the Department of State.

(p) *Changes.* In addition to the changes otherwise authorized by the Changes clause of this contract, the Contracting Officer may, at any time, by written order identified as a change order, make changes in place of performance or Government-furnished facilities, equipment, material, services, or site. Any change order issued in accordance with this paragraph shall be subject to the provisions of the Changes clause of this contract.

(q) *Subcontracts.* The Contractor shall incorporate the substance of this clause, including this paragraph (q), in all subcontracts that require subcontractor personnel to perform outside the United States-

(1) In a designated operational area during-

(i) Contingency operations;

(ii) Humanitarian or peacekeeping operations; or

(iii) Other military operations; or military exercises, when designated by the Combatant

Commander; or

- (2) When supporting a diplomatic or consular mission-
  - (i) That has been designated by the Department of State as a danger pay post (see <https://aoprals.state.gov/>); or
  - (ii) That the Contracting Officer has indicated is subject to

this clause.

(End of clause)

**5152.225-5902 FITNESS FOR DUTY AND MEDICAL/DENTAL CARE LIMITATIONS (JUN 2015)**

- (c) The Contractor shall ensure the individuals they deploy are in compliance with the current USCENTCOM Individual Protection and Individual/Unit Deployment Policy, including TAB A, Amplification of the Minimal Standards of Fitness for Deployment to the CENTCOM AOR, unless a waiver is obtained in accordance with TAB C, CENTCOM Waiver Request. The current guidance is located at <http://www2.centcom.mil/sites/contracts/Pages/GCP.aspx>.
- (d) The Contractor shall perform the requirements of this contract notwithstanding the fitness for duty of deployed employees, the provisions for care offered under this section, and redeployment of individuals determined to be unfit.
- (e) Contractor personnel who deploy for multiple tours, which exceed 12 months in total, must be re-evaluated for fitness to deploy every 12 months IAW the current USCENTCOM Individual Protection and Individual/Unit Deployment Policy standards. An examination will remain valid for 15 months from the date of the physical. This allows an examination to be valid up to 90 days prior to deployment. Once a deployment begins, the examination will only be good for a maximum of 12 months. Any medical waivers received will be valid for a maximum of 12 months. Failure to obtain an updated medical waiver before the expiration of the current waiver renders the employee unfit and subject to redeployment.
- (f) The Contractor bears the responsibility for ensuring all employees are aware of the conditions and medical treatment available at the performance location. The Contractor shall include this information in all subcontracts with performance in the theater of operations.
- (g) In accordance with military directives (DoDI 3020.41, DoDI 6000.11, CFC FRAGO 09-1038, DoD Federal Acquisition Regulation Supplement (DFARS) PGI 225.74), resuscitative care, stabilization, hospitalization at a Role 3 military treatment facility (MTF) for emergency life-limb-eyesight care will be provided along with assistance for urgent patient movement. Subject to availability, an MTF may provide reimbursable treatment for emergency medical or dental services (e.g., broken bones, lacerations, broken teeth or lost fillings).
- (h) Routine and primary medical care are not authorized. PharSACeutical services are not

- (i) authorized for known or routine prescription drug needs of the individual. Routine dental care, examinations and cleanings are not authorized
- (j) Notwithstanding any other provision of the contract, the Contractor shall be liable for any and all medically related services or patient movement rendered. To view reimbursement rates that will be charged for services at all DoD deployed medical facilities please go to the following website:

<http://comptroller.defense.gov/FinancialManagement/Reports/rates2014.aspx>.

(End of Clause)

#### **5152.225-5904 MONTHLY Contractor CENSUS REPORTING (AUG 2014)**

Contractor shall provide monthly employee census information to the Contracting Officer, by province, for this contract. Information shall be submitted either electronically or by hard-copy. Information shall be current as of the 25th day of each month and received by the Contracting Officer no later than the first day of the following month. The following information shall be provided for each province in which work was performed:

The total number (prime and subcontractors at all tiers) employees.

The total number (prime and subcontractors at all tiers) of U.S. citizens.

The total number (prime and subcontractors at all tiers) of local nationals (LN).

The total number (prime and subcontractors at all tiers) of third-country nationals (TCN). Name of province in which the work was performed.

The names of all company employees who enter and update employee data in the Synchronized Pre-deployment & Operational Tracker (SPOT) IAW DFARS 252.225-7995 or DFARS DoD class deviation 2014-O0018.

(End of Clause)

#### **5152.225-5907 MEDICAL SCREENING AND VACCINATION REQUIREMENTS FOR Contractor EMPLOYEES OPERATING IN THE CENTCOM AREA OF RESPONSIBILITY (AOR) (JUN 2015)**

- (a) All Contractor employees are required to be medically, dentally, and psychologically fit for deployment and performance of their contracted duties as outlined in the Defense Federal Acquisition Regulation Supplement (DFARS) clause 252.225-7995, Contractor Personnel Performing in the United States Central Command Area of Responsibility. This clause requires all Contractor personnel to meet the theater specific medical qualifications established by the Geographic Combatant Commander before deploying to, being granted installation access, or performing work under the resultant contract. In the USCENTCOM Area of Operation (AOR), the required medical screening, immunizations, and vaccinations are specified in the current USCENTCOM individual Protection and Individual Unit Deployment Policy and DoD



Instruction (DODI) 3020.41, Operational Contract Support (OCS). Current medical screening, immunization, and vaccination requirements are available at <http://www2.centcom.mil/sites/contracts/Pages/GCP.aspx>. The current DODI is available at <http://www.dtic.mil/whs/directives/corres/ins1.html>. The current list of immunization and vaccination requirements are available at <http://www.vaccines.mil>.

(b) The USCENTCOM policy requires Contractors to ensure adequate health management is available for Tuberculosis (TB) screening, diagnosis, treatment, and isolation during the life of the contract. This includes management and compliance with all prescribed public health actions regarding TB and the responsibility to ensure adequate health management is available at the Contractor's medical provider or local economy provider's location for all Contractor and subcontractor employees throughout the life of the contract. The Contractor shall maintain medical screening documentation, in English, and make it available to the Contracting Officer, military public health personnel, or Base Operations Center installation access badging personnel upon request.

(1) U.S. Citizens are considered Small-Risk Nationals (SRNs) as the U.S. has less than 25 TB cases per 100,000 persons. A TB testing method of either a TB skin test (TST) or Interferon Gamma Release Assay (IGRA) may be used for pre-deployment and annual re-screening of all U.S. Citizens employed under the contract. For a contact investigation, all personnel with a positive TST or IGRA will be evaluated for potential active TB with a symptom screen, exposure history and CXR. A physical copy of all TST, IGRA, and/or CXRs and radiographic interpretation must be provided at the deployment center designated in the contract, or as otherwise directed by the Contracting Officer, prior to deployment and prior to installation access badge renewal.

(2) Other Country Nationals (OCNs) and Local Nationals (LNs) shall have pre-deployment/employment testing for TB using a Chest x-ray (CXR) and a symptom survey completed within 3 months prior to the start of deployment/employment, with annual re-screening prior to installation access badge renewal. This is the only way to verify interval changes should an active case of TB occur. When conducting annual re-screening, the Contractor's medical provider or local economy provider will look for interval changes from prior CXR's and review any changes in the symptom survey. A physical copy of the CXR film with radiographic interpretation showing negative TB results must be provided to the Base Operations Center prior to the start of deployment/employment, with annual re-screening prior to installation access badge renewal.

(3) After arrival in the USCENTCOM AOR, all cases of suspected or confirmed active TB must be reported to the theater Preventive Medicine (PM) Physician and/or TB Consultant within 24 hours. Contact tracing, and medical coding, have specific requirements. After consultation with the Theater PM or TB Consultant, the Contractor or subcontractor with suspected or confirmed TB are required to be evacuated to the closest civilian hospital for treatment. The Contractor is responsible for management and compliance with all prescribed



public health actions. The employee, Contractor/sub-Contractor shall be transported out of theater following three (3) consecutive negative sputum smears.

(c) All employees, Contractors and sub-Contractors, involved in food service, water and/or ice production facilities must be pre-screened prior to deployment and re-screened annually for signs and symptoms of infectious diseases. This includes a stool sample test for ova and parasites. Additionally, all employees, Contractors and sub-Contractors, will have completed:

(1) the full series of immunization for Typhoid and Hepatitis "A" (full series) immunizations per the Centers for Disease Control and Prevention guidelines (e.g. typhoid vaccination booster is required every 2 years); (2) the required TB tests; and (3) screening for Hepatitis B and C.

(d) Proof of pre-deployment and deployment medical screening, immunizations, and vaccinations (in English) for employees, Contractors and sub-Contractors shall be made available to the designated Government representative throughout the life of the contract, and provided to the Contracting Officer, for a minimum of six (6) years and (3) months from the date of final payment under the contract.

(End of Clause)

#### **5152.225-5908 GOVERNMENT FURNISHED Contractor SUPPORT (JUN 2015)**

The following is a summary of the type of support the Government will provide the Contractor. Services will be provided to Contractors at the same level as they are provided to military and DoD civilian personnel. In the event of any discrepancy between this summary and the description of services in the Statement of Work, this clause will take precedence. These services are only provided at the following locations: \*. When Contractor employees are in transit, all checked blocks are considered authorized. *NOTE: The services marked in this special clause must be consistent with information marked on the approved GFLSV form.*

#### **\*U.S. Citizens**

- |  |  |   |
|--|--|---|
| <input checked="" type="checkbox"/> APO/MPO/DPO/Postal Service   | <input checked="" type="checkbox"/> DFACs****                | <input type="checkbox"/> Mil Issue Equip                                      |
| <input type="checkbox"/> Authorized Weapon*****                  | <input checked="" type="checkbox"/> Excess Baggage           | <input checked="" type="checkbox"/> MILAIR (inter/intra theater)              |
| <input checked="" type="checkbox"/> Billeting***                 | <input checked="" type="checkbox"/> Fuel Authorized          | <input checked="" type="checkbox"/> MWR                                       |
| <input checked="" type="checkbox"/> CAAF*                        | <input checked="" type="checkbox"/> Govt Furnished Meals**** |   |
| <input checked="" type="checkbox"/> Controlled Access Card (CAC) |  | <input type="checkbox"/> Military Banking <input checked="" type="checkbox"/> |
| Transportation   |  |   |
| <input checked="" type="checkbox"/> Installation Access Badge    | <input checked="" type="checkbox"/> Laundry                  | <input type="checkbox"/> Military Clothing                                    |
| <input checked="" type="checkbox"/> Military Exchange            | <input type="checkbox"/> None                                |   |
| <input type="checkbox"/> Embassy Services Kabul**                |  |   |

Third-Country National (TCN) Employees

- ☐ APO/MPO/DPO/Postal Service
- ☐ DFACs\*\*\*\* ☐ Mil Issue Equip
- ☐ Authorized Weapon\*\*\*\*\* ☐ Excess Baggage ☐ MILAIR (inter/intra theater)
- ☐ Billeting\*\*\* ☐ Fuel Authorized ☐ MWR
- ☐ CAAF\* ☐ Govt Furnished Meals\*\*\*\*
- ☐ Controlled Access Card (CAC) ☐ Military Banking ☐
- Transportation
- ☐ Installation Access Badge ☐ Laundry ☐ Military Clothing
- ☐ Military Exchange ☒ None
- ☐ Embassy Services Kabul\*\*

## Local National (LN) Employees

- ☐ APO/MPO/DPO/Postal Service ☐ DFACs\*\*\*\* ☐ Mil Issue Equip
- ☐ Authorized Weapon\*\*\*\*\* ☐ Excess Baggage ☐ MILAIR (inter/intra theater)
- ☐ Billeting\*\*\* ☐ Fuel Authorized ☐ MWR
- ☐ CAAF\* ☐ Govt Furnished Meals\*\*\*\*
- ☐ Controlled Access Card (CAC) ☐ Military Banking ☐
- Transportation
- ☐ Installation Access Badge ☐ Laundry ☐ Military Clothing
- ☐ Military Exchange ☒ None
- ☐ Embassy Services Kabul\*\*

\* CAAF is defined as Contractors Authorized to Accompany Forces.

\*\* Applies to US Embassy Life Support in Afghanistan only. See special note below regarding Embassy support.

\*\*\* Afghanistan Life Support. Due to the drawdown of base life support facilities throughout the country, standards will be lowering to an “expeditionary” environment. Expeditionary standards will be base specific, and may include down grading from permanent housing (b-huts, hardened buildings) to temporary tents or other facilities.

\*\*\*\*Check the “DFAC” AND “Government Furnished Meals” boxes if the Contractor will have access to the DFAC at no cost. “Government Furnished Meals” (GFM) is defined as meals at no cost to the Contractor (e.g, MREs, or meals at the DFAC. If GFM is checked, “DFAC” must also be checked.

Due to drawdown efforts, DFACS may not be operational. Hot meals may drop from three per day to one or none per day. MREs may be substituted for DFAC-provided meals; however, Contractors will receive the same meal standards as provided to military and DoD civilian personnel.

\*\*\*\*\*Military Banking indicates “approved use of military finance offices to either obtain an Eagle Cash Card or cash checks.

\*\*\*\*\*Authorized Weapon indicates this is a private security contract requirement and Contractor employees, upon approval, will be authorized to carry a weapon. If the service is NOT a private security contract, the checking of this box does NOT authorize weapons for self-defense without the approval of the USFOR-A Commander in accordance with USFOR-A policy. After award, the Contractor may request arming for self-defense off a U.S. installation to the Contracting Officer’s Representative and in CAAMS.

SPECIAL NOTE – US Embassy Afghanistan Life Support: The type and amount of support that the U.S. Embassy Mission in Kabul, Afghanistan, provides to Contractors, if any, must be coordinated in advance between the U.S. Mission and the contracting agency in accordance with Department of State Foreign Affairs Handbook, 2-FAH-2. Contractors are not authorized to deploy personnel requiring US Mission support prior to receiving clearance from the Contracting Officer.

SPECIAL NOTE ON MILAIR – MILAIR is allowed for the transportation of DoD Contractor personnel (US, TCN, LN) as required by their contract and as approved in writing by the Contracting Officer or Contracting Officer Representative. Transportation is also allowed for Contractor equipment required to perform the contract when that equipment travels with the Contractor employee (e.g., special radio test equipment, when the Contractor is responsible for radio testing or repair)

(End of Clause)

Due to increased incidents the following language shall be used in service contracts with performance in Afghanistan.

1. Special Contract Requirements

- a. Definitions: “Discrimination” includes discrimination on the basis of race, color, national origin, religion, sex.

“Sexual Assault” is a crime defined as intentional sexual contact, characterized by use of force, physical threat or abuse of authority or when the victim does not or cannot consent. Sexual assault includes rape, nonconsensual sodomy (oral or anal sex), indecent assault (unwanted,

inappropriate sexual contact or fondling), or attempts to commit these acts. Sexual assault can occur without regard to gender or spousal relationship or age of victim. “Consent” will not be deemed or construed to mean the failure by the victim to offer physical resistance. Consent is not given when a person uses force, threat of force, or coercion or when the victim is asleep, incapacitated, or unconscious.

“Sexual Harassment” is a form of sex discrimination that involves unwelcome sexual advances,

requests for sexual  
or physical conduct of a sexual nature  
when:

favours, and other verbal

(1) Submission to such conduct is made either explicitly or implicitly a term or condition of a person's job, pay, or career, or

(2) Submission to or rejection of such conduct by a person is used as a basis for career or employment decisions affecting that person, or

(3) Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creates an intimidating, hostile, or offensive working environment. This definition emphasizes that workplace conduct, to be actionable as "abusive work environment"

harassment, need not result in concrete psychological harm to the victim, but rather need only be so severe or pervasive that a reasonable person would perceive, and the victim does perceive, the

work environment as hostile or offensive. Any person in a supervisory or command position who uses or condones any form of sexual behavior to control, influence, or affect the career, pay, or job of an employee is engaging in sexual harassment. Similarly, any employee who makes

deliberate or repeated unwelcome verbal comments, gestures, or physical contact of a sexual nature in the workplace is also engaging in sexual harassment.

## 2. Compliance with laws and regulations.

(a) The Contractor shall enforce standards for discipline, appearance, conduct, and courtesy IAW the published CENTCOM, USFOR-A and/or Base Commander Standards. For Contractors at Bagram Airfield (BAF) or for Contractors transiting BAF, they must abide by the Commander Bagram Airfield (COMBAF) Standards of Conduct while performing at any level (prime or subcontractor) on BAF and any other installation and facility for which COMBAF standards are applicable, and as designated applicable to Contractor personnel. COMBAF Standards are published at:

<http://usfora.afghan.swa.army.mil/baf/des/pmo/Shared%20Documents/COMBAF%20Standards%20Book%20as%20of%20OCT17.pdf#search=COMBAF%20Standards>

(b) The Contractor is encouraged to resolve issues and concerns affecting discipline, appearance, conduct and courtesy in order to maintain good order and discipline and promote a positive work environment. The Contractor shall:

(1) Ensure employees are aware of their right to file a complaint of discrimination with their Human Resources office, the Contractor's Equal Employment Opportunity (EEO) Manager if any, and/or directly to the Equal Employment

## Opportunity

## Commission (EEOC).

(2) Ensure employees are aware that they can report discrimination to the Contracting Officer, however a complaint of harassment can only be filed with the entities listed in paragraph 2b(1) above.

(3) Upon learning of an alleged (or actual) sexual assault, sexual harassment, hostile or abusive conduct, the Contractor shall immediately contact the Provost Marshal and follow-up with a Serious Incident Report in accordance with CDRL A00X.

### 3. Sexual Assault/Sexual Harassment and Awareness Policy.

(a) The Contractor shall have a written sexual assault/sexual harassment policy published to all employees that addresses, at a minimum, the following: (i) the definitions of sexual assault and sexual harassment as defined above in paragraph 1a; (ii) a description of sexual harassment (iii) the Company's internal complaint process and the company's internal process for adjudication; (iv) the available channels through which an employee can report a sexual assault; and (v) protection against retaliation, coercion, and reprisal.

(b) The policy shall address that victims of sexual assault shall be protected, treated with dignity and respect, and shall receive timely access to comprehensive healthcare (medical and mental health) treatment, including emergency care treatment and services. Emergency care consists of emergency healthcare and the offer of a sexual assault forensic examination (SAFE) consistent with the Department of Justice protocol. The victim shall be advised that even if a SAFE is declined, the victim is encouraged (but not mandated) to seek medical care. Contractor employees are only eligible to file an Unrestricted Report. Contractor employees will also be offered LIMITED Sexual Assault Prevention and Response or SAPR services, meaning the assistance of a Sexual Assault Response Coordinator (SARC) and a SAPR Victim Advocate (VA) while undergoing emergency care OCONUS. These limited emergency medical services (at a Military Treatment Facility) and SAPR services shall be provided at no cost by the USG to all DoD Contractor personnel. Limited medical services are: a SAFE exam and consultation regarding further care in accordance with DoDI 6495.02.

(c) The Contractor shall designate an employee credentialed in Victim Advocacy as the company POC (for more information regarding credentialing as a Victim Advocate visit the National Advocate Credentialing Program (NACP): <https://www.thenacp.org/>).

(d) The Contractor shall provide a Sexual Assault/Sexual Harassment and Awareness Training Plan in accordance with CDRL A00X.

### 4. CRC Processing and departure points.

(a) Upon contract award the Contractor will coordinate with CRC reservations for in-bound personnel (see: <https://www.bliss.army.mil/CRC/>).

(b) All US personnel shall report to the Continental US (CONUS) Replacement Center (CRC) at Ft. Bliss, Texas (or a DoD-approved equivalent process), for processing.

(c) All OCN personnel shall process through a DoD approved Non-CRC deployment center.

5. Medical. The current medical screening, immunization, and vaccination requirements i.e. CENTCOM MOD 13, can be found at the Electronic Foreign Clearance Guide: <https://www.fcg.pentagon.mil/fcg.cfm>.

6. Subcontracts: The Contractor shall incorporate the substance of this Special Contract requirement in all subcontracts when performance is in the CJOA-A.

#### **5152.225-5910 Contractor HEALTH AND SAFETY (DEC 2011)**

(a) Contractors shall comply with National Electrical Code (NEC) 2008 for repairs and upgrades to existing construction and NEC 2011 standards shall apply for new construction, contract specifications, and MIL Standards/Regulations. All infrastructure to include, but not limited to, living quarters, showers, and restrooms shall be installed and maintained in compliance with these standards and must be properly supported and staffed to ensure perpetual Code compliance, prevent hazards and to quickly correct any hazards to maximize safety of those who use or work at the infrastructure.

(b) For existing employee living quarters the Contractor shall provide maintenance, conduct repairs, and perform upgrades in compliance with NEC 2008 standards. For new employee living quarters, the Contractor shall provide maintenance, conduct repairs, and make upgrades in compliance with NEC 2011 standards. The government has the authority to enter and inspect Contractor employee living quarters at any time to ensure the prime Contractor is complying with safety compliance standards.

(c) The Contractor shall correct all deficiencies within a reasonable amount of time of becoming aware of the deficiency either by notice from the government or a third party, or by self discovery of the deficiency by the Contractor. Further guidance can be found on:

UFC:

[http://www.wbdg.org/ccb.browse\\_cat.php?o=29&c=4](http://www.wbdg.org/ccb.browse_cat.php?o=29&c=4) NFPA 70: <http://www.nfpa.org>

NESC:

<http://www.standards.ieee.org/nesc>

(End of Clause)

#### **5152.225-5914 COMMODITY SHIPPING INSTRUCTIONS (AUG 2011)**

(a) **USFOR-A FRAGO 10-200.** United States Forces Afghanistan (USFOR-A) has directed that all shipments into and out of the Combined Joint Operations Area - Afghanistan (CJOA-A) be coordinated through the Defense Transportation System (DTS) in order to expedite the customs clearance process and facilitate the use of in-transit visibility for all cargo in the CJOA-A.

**(b) Information****regarding the Defense**

**Transportation System (DTS).** For instructions on shipping commodity items via commercial means using DTS, see the following websites:

1. Defense Transportation Regulation – Part II Cargo Movement - Shipper, Trans-shipper, and Receiver Requirements and Procedures:  
[http://www.transcom.mil/dtr/part-ii/dtr\\_part\\_ii\\_203.pdf](http://www.transcom.mil/dtr/part-ii/dtr_part_ii_203.pdf)
2. Defense Transportation Regulation – Part II 4 Cargo Movement – Cargo Routing and Movement:  
[http://www.transcom.mil/dtr/part-ii/dtr\\_part\\_ii\\_202.pdf](http://www.transcom.mil/dtr/part-ii/dtr_part_ii_202.pdf)
3. Defense Transportation Regulation – Part V - Department of Defense Customs and Border Clearance Policies and Procedures: [http://www.transcom.mil/dtr/part-v/dtr\\_part\\_v\\_512.pdf](http://www.transcom.mil/dtr/part-v/dtr_part_v_512.pdf)

**(c) Responsibilities of the vendor carrier representative, shipping expediter, and/or customs broker:**

1. Afghanistan Import Customs Clearance Request Procedures: The carrier, shipping expediter, and/or customs broker is responsible for being knowledgeable about the Afghan Customs Clearance Procedures.
2. Status of Customs Clearance Requests: All inquiries regarding the status of a customs clearance request prior to its submission to Department of Defense (DoD) Customs and after its return to the carrier representative or shipping expediter should be directed to the carrier or shipping agent.
3. Customs Required Documents: The carrier representative or shipping expediter is required to provide the DoD Contracting Officer Representative (COR) with all documentation that will satisfy the requirements of the Government of the Islamic Republic of Afghanistan (GIRoA).

**(d) Required Customs Documents:** Documents must be originals (or copies with a company stamp). Electronic copies or photocopied documents will not be accepted by GIRoA. The carrier is responsible for checking the current requirements for documentation with the Afghanistan Customs Department (ACD) as specified by the U.S. Embassy Afghanistan's SOP for Customs Clearance Requests Operations (<http://trade.gov/static/AFGCustomsSOP.pdf>) and paragraph 4 below.

1. The U.S. Ambassador Afghanistan diplomatic note guarantees that the U.S. Government (USG) shipments are exempt from Afghanistan Customs duties and taxes. USG shipments do not provide commercial carriers with the authority to unnecessarily delay shipments or holdover shipments in commercial storage lots and warehouses while en route to its final destination. The U.S. Embassy expects that shipments will be expedited as soon as customs clearance paperwork is received from the respective GIRoA officials.
2. Imports: Documentation must list the year, make, model, and color of the commodity, the commodity Identification Number (if applicable) and for vehicles, the Engine Block Number. The following documentation is required for all import shipments:
  - a. An original Customs Clearance Request (CCR) prepared by the COR in accordance

with Afghanistan  
referenced in paragraph 4 below.

customs guidance

- b. Bills of Lading (for shipments by sea), Airway Bills (for shipments by air) or Commodity Movement Request (CMRs) (for overland shipments). In the consignee block, type in “US Military”. This will help the Afghan Customs officials to recognize that the shipment belongs to the US Military and, therefore, the shipment is subject to tax exemption provisions as specified under the current Diplomatic Note or Military Technical Agreement (MTA).
- c. Shipping Invoices.
- d. Packing Lists. Required only if the shipping invoice does not list the cargo.
- e. An Afghan Government Tax Exemption Form (Muaffi Nama) purchased from the Department of Customs and Revenue and prepared in the local language by the carrier representative, shipping agent, or customs broker.
- f. A Diplomatic Note, prepared by DoD Customs, to the Ministry of Foreign Affairs requesting the initiation of customs formalities with the Ministry of Finance, Department of Customs and Exemptions. Please note that DoD Customs is not responsible for registering vehicles.
- g. Commercially-owned equipment such as vehicles, construction machinery or generators that are leased and imported to Afghanistan for the performance of a USG contract may be subject to taxes and duties as determined by GIRoA. If commercially-owned equipment is imported into Afghanistan in a duty-free status, that duty-free status only applies as long as the equipment is under the exclusive use of the USG contract. If the equipment is released at the end of the contract, applicable GIRoA duties and taxes will apply to the owner if the equipment is not exported from Afghanistan or transferred to another USG contract.
- h. USG-owned vehicles must be exported at the conclusion of the project period or transferred to another USG entity. Under certain conditions, the USG may transfer equipment or vehicles to GIRoA.

3. Exports: The following documentation is required for all export shipments:

- a. An original CCR prepared by the COR. If COR is not available, the Contracting Officer (KO) will prepare the CCR.
- b. Invoices.
- c. Packing Lists. Required only if the shipping invoice does not list the cargo.
- d. A Diplomatic Note, prepared by the DoD Customs Cell, to the Ministry of Foreign Affairs requesting the initiation of customs formalities with the Ministry of Finance, Department of Customs and Exemptions.

4. Customs requirements from the GIRoA may change with liRAA/VAKe notice. For current detailed instructions on customs guidelines in Afghanistan, refer to “The Instruction for Customs Clearance Request (Import/Export) Operations.” In all cases, the carrier is required to obtain a copy of this document, found at the following link:

<http://trade.gov/static/AFGCustomsSOP.pdf>

(e) **Point of contact (POC) for customs issues is the USFOR-A Joint Security Office (JSO)**



**J3** at DSN: 318-

4490306 or 449-0302.

Commercial to DSN conversion from the United States is (732) 327-5130, choose option #1, and then dial 88-318 followed by your seven-digit DSN number.

(End of Clause)

**5152.225-5915 Contractor ACCOUNTABILITY AND PERSONNEL RECOVERY (JUN 2014)**

(a) Contract performance may require work in dangerous or austere conditions. Except as otherwise provided in the contract, the Contractor accepts the risks associated with required contract performance in such operations.

(1) Unaccounted Personnel: It is the expectation of the USG that any Contractor brought into Afghanistan for the sole purposes of performance of work on a USG contract must be accounted for at all times by their respective employers. Additionally, Contractors who maintain living quarters on a USG base shall verify the location of each of its employees' living quarters a minimum of once a month. If a DoD contracted employee becomes missing and evidence does not indicate foul play, a Personnel Recovery (PR) event is NOT automatically triggered. Such an event will be treated as an accountability battle drill by the employer's chain of command or civilian equivalent.

(2) Contractor Responsibilities: The Contractor is responsible to take all necessary steps to locate and investigate the unaccounted for employee(s) whereabouts to the maximum extent practicable. To assist in this process, Contractors may use the Operational Contracting Support Drawdown Cell as a resource to track or research employee's last known location and/or to view LOA's. All missing personnel will be immediately reported to the installation division Personnel Recovery Officer (PRO), Mayor's cell, Military Police Station and/or the Criminal Investigative Division, and the Base Defense Operations Center (BDOC).

(3) Contractor Provided Information: If it is determined that a potential criminal act has occurred, the USD PRO (or USFOR-A Personnel Recovery Division (PRD) with prior coordination) will attempt to validate the missing person's identity through the employer. The Contractor shall provide the information to PRD within 12 hours of request. The required information the Contractor should keep on file includes but is not limited to: copy of the individual's Letter of Authorization generated by the Synchronized Pre-deployment and Operational Tracker System (SPOT), copy of passport and visas, housing information of where the individual resides such as room number and location, DD Form 93, Record of Emergency Data, copy of badging, and contact information for known friends or associates.

(b) If USFOR-A PRD determines through investigation that the unaccounted personnel have voluntarily left the installation either seeking employment with another Contractor or other non-mission related reasons, PRD will notify the Contractor. The Contractor shall ensure that all government-related documents such as LOA's, visas, etc. are terminated/reconciled appropriately within 24 hours of notification by PRD in accordance with subparagraph (a)(8) of DFARS clause 252.225-7997 entitled "Contractor Demobilization". Contractors who fail to

account for their personnel or whose employees create PR events will be held in breach of their contract and face all remedies available to the Contracting Officer.

(c) Contractors shall notify the Contracting Officer, as soon as practicable, whenever

employee kidnappings, serious injuries or deaths occur. Report the following information:

Contract Number  
Contract Description &  
Location Company Name

Reporting  
party: Name  
Phone  
number  
e-mail address

Victi  
m:  
Name  
Gender  
(Male/Female)  
Age  
Nationality  
Country of permanent residence

Incident:  
Description  
Location  
Date and  
time

Other Pertinent  
Information (End of  
Clause)

**5152.225-5916 MANDATORY ELIGIBILITY FOR INSTALLATION ACCESS (OCT 2015)**

(a) U.S. and Coalition Commanders possess inherent authority to maintain law and order, provide security, and impose discipline necessary to protect the inhabitants of U.S. and/or Coalition installations, U.S. and Coalition personnel operating outside of installations, and

U.S. or Coalition-funded developmental projects in Afghanistan. This authority allows commanders to administratively and physically control access to installations and/or project sites, and to bar contracts – including prime Contractors, subcontractors at any tier, and any employees, from an installation or site. A commander’s inherent force protection (FP) authority is independent of an agency’s contracting authority, and it may not be superseded by any contractual term or provision.

(b) The prime Contractor/Vendor acknowledges that: submission of a bid, offer, or a proposal; acceptance of contract award of any type; or continuing effort under any contract that includes this clause; requires that the prime Contractor/Vendor, and all subcontractors under any affected contracts be initially eligible – and remain eligible during the entire period of contract performance to include any warrant period – for installation access to a U.S. and/or Coalition installation, regardless of whether the performance will take place on or off a U.S. or Coalition installation.

(c) To be eligible for installation access, Contractors and subcontractors at all tiers are required to register for installation access in the Joint Contingency Contracting System (JCCS) and are responsible for keeping the information in the this system updated at all times. Prime Contractors and subcontractors at any tier may verify their registration at <https://www.jccs.gov/jccscoe/> by selecting the “Vendors Login” module and logging in with their user name and password. The offeror must be registered, approved, and eligible for installation access prior to award, and remain eligible for installation access for the life of the contract.

(1) The offeror is required to submit a listing of all proposed subcontractors, at all tiers, to the contracting officer with the submission of the proposal, and provide updates during the life of the contract when subcontractors are added or removed. If no subcontractors are expected to perform during the life of the contract, the offeror must

submit a negative response to the Contracting Officer with its proposal. After award, the prime Contractor must submit a negative response to the contracting officer at the beginning of each performance period.

(2) Failure to be approved in JCCS – and thereby be eligible for installation access at the Prime and subcontractor levels – or failure to inform the contracting officer of the names of all prospective subcontractors (or provide a negative reply), may render the offerors/Contractor ineligible for award or continued performance. Additionally, any firm that is declared ineligible for installation access will be deemed non- responsible until such time as that firm is again deemed eligible by the appropriate access approval authority.

(d) Installation access determinations arise from the Combatant Commander’s inherent authority and are separate and distinct from any law, regulation, or policy regarding suspension and debarment authority. Contractor queries or requests for reconsideration related to U.S. or

Coalition installation base access eligibility  
must be directed to the authority responsible for base access decisions.

(End of Clause)

#### **5152.232-5900 PAYMENT IN LOCAL CURRENCY (DEC 2011)**

(a) Pursuant to the authority of USCENTCOM FRAGO's 09-1567 and 10-143 this contract is awarded in Afghani (local currency), if awarded to a host nation vendor. The Contractor will receive payment in local currency via Electronic Funds Transfer to a local (Afghan) banking institution.

(b) By exception, the following forms of payment are acceptable when EFT using ITS.gov is determined not available by the local finance office, in order of priority.

- (1) EFT using Limited Depository Account (LDA)
- (2) Check from the local finance office LDA
- (3) Local currency cash payments (must be approved in writing by the local finance office and contracting office prior to contract/purchase order award). Payments in cash are restricted to contracts/purchase orders when the vendor provides proof via a letter from the host nation banking institution that it is not EFT capable and validated by the local finance office that the vendor's banking institution is not EFT capable. Cash payments will be made in Afghani.

(End of Clause)

#### **5152.236-5900 ELECTRICAL AND STRUCTURAL BUILDING STANDARDS FOR CONSTRUCTION PROJECTS (DEC 2011)**

(a) The standards set forth herein are the minimum requirements for the contract. These standards must be followed unless a more stringent standard is specifically included. In such case the most stringent standard shall be required for contract acceptance.

(b) The Contractor, in coordination with the Contracting Officer, Base Camp Mayor, Base/Unit Engineers, and requiring activity shall evaluate, upgrade, build, and/or refurbish buildings to a safe and livable condition. This work may include refurbishment, construction, alterations, and upgrades. All work shall be in accordance with accepted standards of quality.

(c) As dictated by the Unified Facilities Criteria (UFC) the contract shall meet:

- (1) "the minimum requirements of United States' National Fire Protection Association (NFPA) 70, 2011 National Electrical Code (NEC) for new construction
- (2) 2008 National Electrical Code (NEC) for repairs and upgrades to existing construction
- (3) American National Standards Institute (ANSI) C2, and (5) United States' National Electrical Safety Code (NESC).

(d) These standards must be met when it is reasonable to do so with available materials. When conditions dictate deviation apply British Standard (BS 7671, Edition 17 defacto standard for 50 HZ installations). Any deviations from the above necessary to reflect market conditions, shall receive prior written approval from a qualified engineer and the Contracting Officer.

(e) The following internet links provide access to some of

these standards: UFC:

[http://www.wbdg.org/ccb/browse\\_cat.php?o=29&c=4](http://www.wbdg.org/ccb/browse_cat.php?o=29&c=4)

NFPA 70: <http://www.nfpa.org>

NESC: <http://www.standards.ieee.org/nesc>

(End of Clause)

### **5152.247-5900 INBOUND/OUTBOUND CARGO AND Contractor EQUIPMENT CENSUS (APR 2012)**

- a. Movement and coordination of inbound and outbound cargo in Afghanistan is critical to ensuring an effective drawdown. The Contractor shall provide visibility of their inbound cargo and equipment via the Synchronized Predeployment Operational Tracker (SPOT) census for their contract. This requirement includes the prime and subcontractor's at all tiers cargo and equipment. The Contractor shall report any individual piece of equipment valued at \$50,000 or more. Incoming cargo and equipment census data shall be input 30 days prior to start of performance or delivery of supplies and quarterly thereafter for inbound and outbound equipment.
- b. This reporting is required on Rolling Stock (RS), Non Rolling Stock (RNRS), and Twenty foot Equivalent Units (TEU). The following definitions apply to these equipment/cargo categories:
- (1) Rolling Stock (RS): All equipment with wheels or tracks, that is self-propelled, or is un-powered and can be towed by a vehicle on a roadway. Also includes standard trailer mounted equipment such as generators, water purification equipment, and other support equipment with permanent wheels. Specific examples of R/S include Wheeled Armored Vehicles (WAVS), Mine-Resistant Ambush-Protected (MRAP) family of vehicles (FOVS), and Highly Mobile Multipurpose Wheeled Vehicles (HMMWVS).
  - (2) Non Rolling Stock (RNRS): All equipment that is not classified as Rolling Stock. Includes equipment that is not trailer-mounted or originally designed to be driven or towed over a roadway.
  - (3) Twenty foot Equivalent Units (TEU): Standard unit for describing a ship's cargo capacity, or a shipping terminal's cargo handling capacity. One TEU represents the cargo

capacity of a standard intermodal shipping container, 20 feet long, 8 feet wide, and 8.5 feet high. One TEU is equivalent to 4 QUADCONS and 3 TRICONS. One TEU has an internal volume of 1,166 cubic feet.

c. This data will be used by United States Forces-Afghanistan (USFOR-A) to assist in tracking the drawdown of Afghanistan. The Contractor is responsible for movement of their own cargo and equipment. The data provided by Contractors is for informational purposes only in order to plan and coordinate the drawdown effort. The Government assumes no responsibility for Contractor demobilization except as stated in individual contract terms and conditions. (End of Clause)

#### **5252.228-9200 LIABILITY INSURANCE--FIXED PRICE CONTRACTS (OCT 2001)**

(a) The following types of insurance are required in accordance with the FAR 52.228-5 "Insurance--Work on a Government Installation" clause and shall be maintained in the minimum amounts shown:

- (1) Workers' compensation and employers' liability: minimum of \$100,000
- (2) Comprehensive general liability: \$500,000 per occurrence
- (3) Automobile liability: \$200,000 per person  
\$500,000 per occurrence  
\$ 20,000 per occurrence for property damage

(b) Upon notification of contract award, the Contractor shall furnish to the Contracting Officer, as required by paragraph (b) of the FAR 52.228-5 "Insurance--Work on a Government Installation" clause, a certificate or written statement of insurance prior to commencement of work under this contract. The written statement of insurance must contain the following information: policy number, policyholder, carrier, amount of coverage, dates of effectiveness (i.e., performance period), and contract number. The contract number shall be cited on the certificate of insurance.

(End of clause)

#### **5252.228-9201 LIABILITY INSURANCE--COST TYPE CONTRACTS (OCT 2001)**

(a) The following types of insurance are required in accordance with the FAR 52.228-7 "Insurance--Liability to Third Persons" clause and shall be maintained in the minimum amounts shown:

- (1) Workers' compensation and employers' liability: minimum of \$100,000
- (2) Comprehensive general liability: \$500,000 per occurrence
- (3) Automobile liability: \$200,000 per person  
\$500,000 per occurrence

\$ 20,000 per occurrence  
for property damage

(b) When requested by the contracting officer, the Contractor shall furnish to the Contracting Officer a certificate or written statement of insurance. The written statement of insurance must contain the following information: policy number, policyholder, carrier, amount of coverage, dates of effectiveness (i.e., performance period), and contract number. The contract number shall be cited on the certificate of insurance.

(End of clause)

**5252.237-9600 PERSONNEL QUALIFICATIONS (MINIMUM) (JAN 1992)**

- (a) Personnel assigned to or utilized by the Contractor in the performance of this contract shall, as a minimum, meet the experience, educational, or other background requirements set forth below and shall be fully capable of performing in an efficient, reliable, and professional manner. If the offeror does not identify the labor categories listed below by the same specific title, then a cross-reference list should be provided in the offeror's proposal identifying the difference.
- (b) The Government will review resumes of Contractor personnel proposed to be assigned, and if personnel not currently in the employ of Contractor, a written agreement from potential employee to work will be part of the technical proposal.
- (c) If the Ordering Officer questions the qualifications or competence of any persons performing under the contract, the burden of proof to sustain that the persons is qualified as prescribed herein shall be upon the Contractor.
- (d) The Contractor must have personnel, organization, and administrative control necessary to ensure that the services performed meet all requirements specified in delivery orders. The work history of each Contractor employee shall contain experience directly related to the tasks and functions to be assigned. The Ordering Officer reserves the right to determine if a given work history contains necessary and sufficiently detailed, related experience to reasonably ensure the ability for effective and efficient performance.

For educational and experience requirements, the following criteria are applicable:

Note 1 To ensure that postsecondary education possessed by individuals meets an acceptable level of quality; educational degrees shall come from accredited institutions or programs. See [www.ed.gov](http://www.ed.gov) for more accreditation information. At a minimum, to receive credit for a Master and Doctorate, all degrees shall be earned from an institution that has been regionally accredited by one of the six associations: MSA, NASC, NCA, NEASC, SACS, and WASC.

Note 2 Bachelor of Science (BS) or Associate of Science (AS) degrees in Applied Science, Computing, Engineering, and Technology shall be from an Accreditation Board for

Engineering and  
accredited program (see [www.abet.org](http://www.abet.org)).

Technology (ABET)

Note 3 When not specified, higher education above a labor category's minimum can be credited

as years of experience as long as the higher degree is within the same required field of study as the minimum degree required. The following Educational credit applies: a MS degree equals four (4) years of experience and a PhD degree equals five (5) years of experience.

Note 4 Technology degrees do not qualify as Engineering or Physical Science Degrees.

Note 5 Engineering Positions require Engineering degrees or written (vs. grandfathered) State PE License.

Note 6 SCA titles and reference numbers are in accordance with Contract Act Directory of Occupations (Fifth Edition), published in [www.dol.gov](http://www.dol.gov).

Note 7 Applicable for Logistics Labor Categories only: DAWIA Certification for Contractors – Contractor personnel that do not have government DAWIA certification courses may demonstrate an equivalency in terms of academic degrees, courses completed, and experience as that of their counterparts in the DAWIA workforce.

Equivalency for the following classes must be provided as follows: Level 1 - (1) Fundamentals of Systems Acquisition Management, (2) Acquisition Logistics Fundamentals, (3) Systems Sustainment Management; Level 2 –

(1) Level 1 classes, (2) Intermediate Systems Acquisition, (3) Intermediate Acquisition Logistics, (4) Performance Based Logistics; Level 3 – (1) Level 1 and 2 Classes, (2) Executive Life Cycle Logistics Management, (3) Reliability and Maintainability. Additional explanation of courses or requirements can be found at the Defense Acquisition University web site (<http://www.dau.mil/>).

Note 8 Applicable for IA/IW Labor Categories: Contractor personnel supporting IA functions shall be certified prior to being engaged in IA related work and be in full compliance with DoD 8570.1-M and DoDD 8570.1 This includes personnel being certified/accredited at the appropriate levels of IAT I-III and IAM I-III as appropriate.

This will be verified by the contracting officer who will ensure that Contractor personnel are entered in to the Defense Eligibility Enrollment System (DEERS) or other appropriate database. Contractor personnel not certified within 6 months of assignment of IA duties or who fail to maintain their certified status will not be permitted to carry out the responsibilities of the position, and shall be replaced with a Contractor who does meet the minimum certification requirements as mandated above.

The following lists the applicable contract labor categories with their corresponding minimum personnel qualifications:



1. Program Manager (Key)

- a. Functional Responsibility: Manages substantial contract support operations involving multiple projects. Organizes, directs, and coordinates planning and production of all contract support activities. Must have demonstrated communications skills at all levels of management. Serves as Contractor's authorized interface with the Contracting Officer's Representative (COR), government management personnel, and client agency representatives. Responsible for formulating and enforcing work standards, assigning Contractor schedules, reviewing work discrepancies, supervising Contractor personnel, and communicating policies, purposes and goals of the organization to subordinate personnel. Responsible for overall contract performance. Under stringent time frames, assembles and recruits as necessary to perform assigned tasks. Demonstrated capability in the overall management of multi-task contracts of the size, type and complexity.
- b. Education: Bachelor degree in Engineering, Physics, Mathematics, or Business.
- c. Experience: Fifteen (15) years of general technical experience in support of DoD systems and supervising multiple projects, to include: Equipment Support, System Support, and Programmatic Support. Eight (8) years Program Management Experience, to include: Technology Assessments, Systems Design, Systems Analysis, Programmatic Support, Acquisition Planning, and Budget Planning. Five (5) years as manager of Joint Service Command, Control, Communications, Computer, Intelligence, Surveillance and Reconnaissance (C4ISR) systems, subsystems, and equipment.. Knowledge of Federal Acquisition Regulation (FAR) and DoD procurement policies and procedures.
- d. Specific Experience: Supervisory experience shall include three (3) years as manager of Virtual Accompany Kit (VAK) acquisition management, production or Life Cycle Sustainment Management functions, developing program metrics, controls and management procedures, formulating programs, developing budgets and schedules, and coordinating efforts of multiple task activities. Experience shall include managing programs in excess of \$10 million.

2. Project Manager (Key)

- a. Functional Responsibility: Manages contract support operations for assigned projects. Must have demonstrated communications skills at all levels of management. Serves as the Contractor's authorized interface with the Delivery Order Contracting Officer's Representatives, government management personnel, and end user representatives. Responsible for formulating and enforcing work standards, assigning Contractor schedules, reviewing work discrepancies, supervising Contractor personnel, and communicating policies, purposes and goals of the organization to subordinate personnel. Under stringent time frames, assembles and recruits as necessary to perform assigned tasks.

- b. Education: BS degree in Engineering, Engineering Management, Business Administration, or a similar field from an accredited college or university.
  - c. Experience: Ten (10) years of direct work experience with Joint Warfighter C4ISR systems, subsystems and equipment. Eight (8) years of direct work experience, to include: Design, Development, Production, Installation, and Test & Evaluation of Joint Service Command, Control, Communications, Computer, Intelligence, Surveillance and Reconnaissance (C4ISR) systems, subsystems, and equipment. Four (4) years as manager of Joint Warfighter C4ISR and Three (3) years as manager of Virtual Accompany Kit (VAK) tasks, to include: Supervising Project Personnel, Scheduling Work, Writing Proposals and Preparing Bids, and Equipment and Material Logistics Control. Knowledge of FAR and DoD procurement policies and procedures.
3. Engineer/Scientist 3 – System Architect/Device Manager/System Administrator (Key)
- a. Functional Responsibility: Defines system architectures for various technical tracking and locating systems outlining system connections, protocols, and paths. Responsible for explaining technical architecture to end users and making recommendations for change in design when needed. Conduct research on new technologies that could be potentially applied in current operational systems and make recommendations to program office on the implementation process if needed. Provide technical support for data flow of devices that do not report in the database or display within the Common Operating Picture tags that do not populate correctly within the architecture.
  - b. Education: BS degree in Engineering, Computer Science, or IT.
  - c. Specific Experience: Six (6) years of experience in Service and/or Joint C4ISR systems, to include: Systems Analysis, Systems Architecture, Systems/Equipment Support, Test and Evaluation, and Logistics support of C4ISR requirements. Three (3) years of technical experience in support of C4ISR, HN-TTL, and RAA/VAK systems analyses, including interim and final reports and presentation of analytical data. Three (3) years provisioning tracking devices to function within the Unitrac data aggregation system and Google Earth Enterprise System. Two (2) year experience DISA Iridium and BGAN activation processes. Demonstrated experience with each of the main functional responsibility areas:
    - i. Configurations for Enhanced Mobile Satellite Service (EMSS) data routing processes for Short Burst Duration (SBD) devices;
    - ii. Implementation of data management process to route data into the Global Command Control System-Joint (GCCS-J) architecture;
    - iii. Dataflow integration with systems such as AIDE ARES, Agile Client, etc.
    - iv. Implementation of Tactical assault and Team Awareness Kits (ATAK, Wintak, TAK Server, etc.), OpenVPN, Owncloud/NextCloud, Python, Linux

(CentOS /  
and VPC)

Ubuntu), and AWS EC2

- v. Managing a Common Operational Picture (COP) and integration of other information tools into the COP, so that commanders can overlay all Host Nation information and better track joint and partner nation operations;
  - vi. SOF operational environment including supporting world-wide Special Operations commands, to include SOCOM HQ, TSOCs, and forward deployed Task Forces;
  - vii. Understanding of Host Nation capabilities to ensure superior support and that all architecture requirements are tailored to the Host Nation mission, allowing 24/7 year round capability;
  - viii. Understanding of Host Nation tactical employment TTPs to ensure all backside support is relevant and efficient, and to facilitate embedded and deployed engineering programing and troubleshooting Host Nation Tags, technical set up and operation of Host Nation Hardware
4. Engineer/Scientist 3 – Systems/Software Engineer/Device Manager/System Administrator (Key)
- a. Functional Responsibility: Analyzes, develops, tests and modifies hardware and/or software solutions to meet the user's systems analysis and/or systems integration requirements. Coordinates with user to identify data availability, report requirements, and systems design problems. Defines system objectives and prepares system design specifications to meet user requirements and satisfy interface problems. Reviews work products for correctness, adherence to the design concept and user standards, and progress in accordance with schedules. Prepares status reports and presentations on task performance to clients. May provide daily supervision and direction to support staff.
  - b. Education: BS degree in Engineering, Computer Science, or IT.
  - c. Working towards the following certifications within one (1) year of assuming duties: Certified Information System Security Professional (CISSP), or with COR approval other certifications meeting the requirement for IAT-Level III in accordance with DoDD 8140, Cyberspace Workforce Management.
  - d. Specific Experience: Six (6) years of experience in design and development, to include: Systems Analysis, Systems Architecture, Systems/Equipment Support, Test and Evaluation, and Logistics support of C4ISR requirements. Three (3) years of technical experience in support of C4ISR, HN-TTL, and RAA/VAK information management systems. Three (2) years experience with Tactical assault and Team Awareness Kits (ATAK, Wintak, TAK Server, etc.), OpenVPN, Owncloud/NextCloud, Python. Two (2) years experience with AWS EC2 and VPC. Six (6) years experience with Linux (CentOS / Ubuntu). Knowledge of provisioning tracking devices to function within the Unitrac data aggregation system and Google

Earth Enterprise System. Specific required demonstrated experience with each of the main functional responsibility areas:

- i. SOF operational environment including working in SCIFs supporting world-wide Special Operations commands, to include SOCOM HQ, TSOCs, and forward deployed Task Forces;
- ii. Understanding of Host Nation capabilities to ensure superior support and that all architecture requirements are tailored to the Host Nation mission, allowing 24/7 year round capability;
- iii. Understanding of Host Nation tactical employment TTPs to ensure all backside support is relevant and efficient, and to facilitate embedded and deployed engineering programing and troubleshooting Host Nation Tags, technical set up and operation of Host Nation Hardware.

5. Engineer/Scientist 2 – Network Engineer

- a. Functional Responsibility: Applies advanced networking concepts in the analysis, study, and design of data networks. Analyses network characteristics (e.g. traffic, connect time, transmissions speeds, packet sizes, and throughput) and recommends procurement, removals, and modifications to network

components. Designs and optimizes network topologies and site configurations. Plans installation, transition, and cutovers of network components and capabilities; reviews existing network design, and capabilities with the goal of making refinements, reducing overhead, enhancing network throughput, and improving current network topologies. May provide task direction to less experienced network engineers.

- b. Education: BS degree in an Engineering or Scientific Field.
- c. Experience: Three (3) years of experience in information technology to include: Systems/Equipment Support, and Test and Evaluation support of C4ISR requirements. One (1) year of technical experience in support of network design.

6. Management Analyst 3 (Key)

- a. Functional Responsibility: Prepares Acquisition documentation for procurement of material from multiple vendors. Establish contracts for material with multiple vendors to allow material acquisition on an as needed basis. Investigates potential alternative sources for material.
- b. Education: Bachelor's degree in computer science, business or other related fields from an accredited college or university.

- c. Experience: Six (6) years Contract Management experience, to include: Development of Program Acquisition Documentation, Development of Testing Criteria, Development of Corrective Action Systems, Development of Program Monitoring Approach (e.g. PERT, CPM, EVM), Analysis of Programs Health, Data Collection and Analysis, Development of Cost Estimates, and Development of Program Status Reports. Comprehensive knowledge of FAR and DoD procurement policies and procedures.

## 7. Technical Analyst 3

- a. Functional Responsibility: Applies analytical skills to support information technology process improvement, studies and analysis projects. Typical duties include analysis, planning, establishment of requirements, functional modeling, development of procedures, development of functional architecture, business case development and cost justification, and other related management and technical duties. Must have expertise in specialty areas such as: wargaming, logistics, military medicine, government financial systems, human resources, C4I, document management, document imaging, paperless office environment, etc. Analyzes user needs to determine functional and cross-functional requirements. Performs functional allocation to identify required tasks and their interrelationships. Identifies resources required for each task.
- b. Education: Bachelor degree in Physical Sciences, Mathematics, or other related fields from an accredited college or university.
- c. Experience: Six (6) years of experience in technical specifications development, process analysis and design, technical problem solving, and analytical/logical thinking.
- d. Specific Experience: Experience shall include the preparation and execution of detailed C4ISR systems analyses, including interim and final reports and presentation of analytical data. Shall also include experience in testing or warfighter utility assessments. Shall also have experience with Development of Program Acquisition Documentation, Development of Testing Criteria, Development of Corrective Action Systems, Data Collection and Analysis, Development of Cost Estimates, and Development of Program Status Reports. Comprehensive knowledge of FAR and DoD procurement policies and procedures is also required.

## 8. Subject Matter Expert 3 (Key) –Field Service Representative (FSR)/Device Manager/System Administrator

- a. Functional Responsibility: Analyzes client requirements and recommends development or acquisition strategies. Assists in developing strategic plans and

concepts.

Demonstrates

exceptional oral and written communications skills. Trained and certified to provide direct technical support and to present Government-approved

- b. training programs of instruction (POIs). Implements, troubleshoots, provides data management and edge device command and control, and trains users in support of the wide range of Remote Advise and Assist (RAA) CONOPs. Certified to perform within-warranty field repairs to original equipment manufacturers (OEMs) RAA/VAK kit. Certified to install updates and configure components in order to maintain the Government-approved baseline(s) for the kit and to provide reach- back support to engineering, master trainers, and other OEMs. Additionally, certified and equipped to re-provision Iridium® modems in the field. Responsible for interacting with a broad spectrum of individuals to provide technical advice to the Coalition, Government users, and command channels.
- c. Education: Technical training in military communications, intelligence gathering or reconnaissance systems.
- d. Specific Experience: Twelve (12) years of hands-on experience with military communications, intelligence or reconnaissance, to include three (3) of the following four (4) areas: Systems Requirements, Operational Requirements, Test & Evaluation, and Training. Recognized expert who has demonstrated industry and public service leadership in military communications, intelligence gathering or reconnaissance systems. Three (3) years of experience with RAA systems or similar C4ISR systems, including:
  - i. (10) years of operational experience in SOF environment, including at least (3) years of SOF and/or Special Mission Units operational experience conducting advise and assist technical and training operations;
  - ii. Experience with implementing, troubleshooting, providing data management and edge device command and control, installing updates and configuring components in order to maintain the Government-approved baseline(s) for Program of Record (PoR) kits;
  - iii. Demonstrated understanding of techniques for mechanical and electrical installation and antenna placement for RAA devices in austere field conditions, including intermediate electronic skills (amplitude/direct current, circuits, oscillators, capacitors, voltage, etc.) and a detailed understanding of radio frequency (RF) communications (line of sight and beyond line of sight), RF propagation and antenna theory;
  - iv. Experience working with web-based applications and software such as: Unitrac, Google Earth Information Server (GEIS), Google Earth, Microsoft Office, and Microsoft Windows;
  - v. Experience working with RAA PoR applications and software such as Tactical Assault Team Awareness Kits (ATAK, Wintak, TAK Server, etc.),

OpenVPN,

Owncloud/NextCloud.

- vi. Knowledge of USSOCOM, subordinate organizations, DoD, Service, Title 10 roles and missions;
- vii. Knowledge of known communications architectures utilized to transmit and receive data typical of RAA transmissions and configuration of program and specialized devices.
- e. Highly Desired:
  - i. Special Forces Assessment and Selection/Qualification Course or equivalent Assessment and Selection course and Operator Training Course from a Special Missions Unit (SMU) in USSOCOM/JSOC;
  - ii. Retired or former SOF operator with 10 years of U.S. military experience;
  - iii. Experience as an Operations chief at the SOF Company or battalion level or within a SMU;
  - iv. Experience working as a Staff Officer at a GCC, TSOC, SOF Group, and or SOF BN staff.

#### 9. Management and Program Technician 3

- a. Functional Responsibility: Prepares Acquisition documentation for procurement of material from multiple vendors. Tracks material delivery dates and ensures on-time equipment delivery. Documents any delays in delivery and prepares risk mitigation alternatives.
- b. Education: High School diploma or GED.
- c. Experience: Ten (10) years of direct work experience with the use of advanced information technology to develop and/or integrate complex data to include: requirements analysis; project management procedures including out year budgeting for programs involving OMN, FMS, OPN, SCN, and RDT&E monies; development of contract schedules, out year planning and POM budgets, compliance planning and program planning. Must have knowledge of DoD standards and regulations like the FAR, Defense Federal Acquisition Regulation Supplement., Office of Personnel Management requirements, and other business related regulations.

#### 10. Technical Writer/Editor 3

- a. Functional Responsibility: Support efforts include tasks related to supporting delivery of training and instructional products used in class room instruction, distance learning media, and computer based training. Participate in script writing, video and still photo events and technical documentation production efforts. Writes plans and documents and is responsible for the format of all deliverable documents. The minimum qualifications are as follows:
- b. Education: BA degree in English, Journalism, or Technical Writing.

- c. Experience: Ten (10) years of experience in the physical sciences or engineering fields, to include: writing/editing technical documentation, procedures and guidelines for C4ISR systems or equipment.
- d. Specific Experience: Experience to include three (3) years of specialized experience writing and editing technical, or training, documents such as system on-line documentation, training plans, test and evaluation documents, integrated logistics support and communications or environmental.

11. Administrative Assistant (SCA 01020)

- a. Functional Responsibility: Supports efforts to include tasks related to office, facility and staff administration. Provides financial analysis, data collection, management support, and report processing. The minimum qualifications are as follows:
- b. Education: Associates Degree in Business or Computer Science.
- c. Experience: Four (4) years' experience, to include: word processing, spreadsheet development, documenting management issues, financial analysis, data collection, report processing, brief preparation, read milestone schedules and send and receive emails. Two (2) years' work experience shall be within DoD.  
**OR**
- d. Education: High School Diploma or GED.
- e. Experience: Eight (8) years' experience to include: word processing, spreadsheet development, documenting management issues, financial analysis, data collection, report processing, brief preparation, read milestone schedules and send and receive emails. Two (2) years' work experience shall be within DoD.

12. Supply Technician (SCA 01410)

- a. Functional Responsibility: Responsible for ordering and/or recording equipment serial numbers, model numbers, and receipt date into a warranty tracking database.
- b. Education: High School diploma or GED.
- c. Experience: Five (5) years technical supply management experience, to include: inventory management, storage management, cataloging, property utilization, and/or item warranty tracking, related to depot, local, or other supply activities. Shall have a good working knowledge of the governing supply systems, programs, policies, nomenclature, work methods, manuals, or other established guidelines. Experience includes logistics support for projects involving electronic/



electrical repair and installation, ordering, acquisition, distribution of material, equipment and resources.

13. Computer Systems Analyst III (SCA 14103)

- a. Functional Responsibility: Analyzes, develops, tests and modifies hardware and/or software solutions to meet the user's systems analysis and/or systems integration requirements. Coordinates with user to identify data availability, report requirements, and systems design problems. Defines system objectives and prepares system design specifications to meet user requirements and satisfy interface problems. Reviews work products for correctness, adherence to the design concept and user standards, and progress in accordance with schedules. Prepares status reports and presentations on task performance to clients. May provide daily supervision and direction to support staff.
- b. Education: High School diploma or GED. Completed the following certifications within one and a half year of assuming duties: CSDP, or with COR approval complete a vendor/platform specific certification (e.g., MCSD, MCAD, MCDDBA, SCP, RHCP, CCNP, and OCP).
- c. Experience: Five (5) years C4ISR and Computerized System experience, to include: Design, Development, Test and Evaluation, Network Protocols, LAN administration fundamentals, and UNIX and Windows based operating system.

14. Technical Instructor (SCA 15090) (Key)

- a. Education: High School Diploma or GED. Training Certification.
- b. Experience: Five (5) years of experience as an instructor, to include: developing appropriate course material, hands on practical experience with techniques being taught, and researching latest technical discipline practices. Experience should include hands-on experience with military communications, intelligence and/or reconnaissance systems.
- c. Specific Experience: Three (3) years of experience with RAA/VAK systems or similar C4ISR systems.

15. Technical Instructor/Course Developer (Key)

- a. Education: High School Diploma or GED, Training Certification.
- b. Experience: Eight (8) years of experience in training DoD related topics; including C4ISR systems, information management, or information assurance. Experience, to include: developing appropriate course material, hands on practical experience with techniques being taught, researching latest technical discipline practices,

establishing training needs, developing goals and objectives, and developing training programs. Experience should include hands-on experience with military communications, intelligence and/or reconnaissance systems.

- c. Specific Experience: Three (3) years of experience with RAA/VAK systems or similar C4ISR systems.

#### 16. Shipping and Receiving Clerk

- a. Functional Responsibility: Supports activities related to shipping, receiving and flow of material, parts, and assemblies; movement or transportation of material; and general maintenance and repair to support storage and processing of materials, parts, and assemblies. Responsible for recording equipment serial numbers, model numbers and receipt date into a warranty tracking database.
- b. Education: High School diploma or GED.
- c. Experience: Two (2) years' experience, to include: assembling orders and preparing goods for shipment; recording shipment data, including weight, charges, and space availability; receiving, unpacking materials/supplies and reporting damages and discrepancies for accounting, reimbursement and record-keeping purposes; and completing shipping and receiving reports.

#### 17. Warehouse Specialist (21410) (Key)

- a. Functional Responsibility: Supports activities related to performing inventory, staging, packing and storage of electronic equipment and related material. Operates material handling equipment and motor vehicles for equipment relocations. Utilizes a computer based inventory and radio frequency identification system for entry, inventory, identification and tracking of material. Responsible for supervision of the disposition, receiving, storing, staging materials and maintains schedules. Familiar with a variety of the field's concepts, practices, and procedures. Relies on experience and judgment to plan and accomplish goals. Performs a variety of complicated tasks. Leads and directs the work of others.
- b. Education/Experience: High School diploma, and 6 years' experience in a warehouse environment and operations. to include: performing inventory, staging, packing, storage and shipping of electronic equipment and related material; operating motor vehicles and material handling equipment; and utilized a computer-based inventory and bar coding system for entry, identification and tracking of material.

(End of clause)

**5652.237-9001 KEY PERSONNEL REQUIREMENTS (2003) Section 1**

(a) Certain experienced professional and/or technical personnel are essential for successful accomplishment of the work to be performed under this contract. Such personnel are defined as "Key Personnel" and are those persons whose resumes were submitted for evaluation of the proposal. The Contractor agrees that such personnel shall not be removed from the contract work or replaced without compliance with the following:

(1) If one or more of the key personnel, for any reason, becomes or is expected to become unavailable for work under this contract for a continuous period exceeding 30 work days, or is expected to devote substantially less effort to the work than indicated in the proposal or initially anticipated, the Contractor shall, subject to the concurrence of the Contracting Officer or an authorized representative, promptly replace personnel with personnel of equal ability and qualifications.

(2) All requests for approval of substitutions hereunder must be in writing and provide a detailed explanation of the circumstances necessitating the proposed substitutions. The request must contain a resume for the proposed substitute, and any other information requested by the Contracting Officer. The Contracting Officer shall promptly notify the Contractor of approval or disapproval in writing.

(b) If the Contracting Officer determines that suitable and timely replacement of Key Personnel who have been reassigned, terminated or have otherwise become unavailable for the contract work is not reasonably forthcoming or that the resultant reduction of productive effort would be so substantial as to impair successful completion of the contract, the Contracting Officer may terminate the contract for default or for the convenience of the Government, as appropriate, or make an equitable adjustment to the contract to compensate the Government for any resultant delay, loss or damage.

(c) The following positions are identified as Key Personnel:

List of Key Personnel

\_\_\_\_ NAME\* \_\_\_\_\_

CONTRACT LABOR CATEGORY

Program Manager

	Project Manager
	Engineer/Scientist 3 – System Architect/Device Manager/System Administrator
	Engineer/Scientist 3 – Systems/Software Engineer/Device Manager/System Administrator
	Subject Matter Expert (SME) 3
	Warehouse Specialist (21410)
	Technical Instructor/Course Developer (15095)
	+Technical Instructor (15090)

(End of clause)

**252.204-7006 BILLING INSTRUCTIONS (OCT 2005)**

When submitting a request for payment, the Contractor shall--

- (a) Identify the contract line item(s) on the payment request that reasonably reflect contract work performance; and
- (b) Separately identify a payment amount for each contract line item included in the payment request.

(End of clause)

**52.222-7999 Combating Race and Sex Stereotyping (DEVIATION 2021-O0001)(Nov 2020)**

(a) *Definitions.* As used in this clause—

“Race or sex scapegoating” means assigning fault, blame, or bias to a race or sex, or to members of a race or sex because of their race or sex.

“Race or sex stereotyping” means ascribing character traits, values, moral and ethical codes, privileges, status, or beliefs to a race or sex, or to an individual because of his or her race or sex.

(b) *Exemptions.* The exemptions that apply to Executive Order (E.O.) 11246 (see FAR 22.807) also apply to E.O. 13950 and the requirements of this clause.

(c) *Compliance with E.O. 13950, Combating Race and Sex Stereotyping.* Unless exempted under paragraph (b) of this clause, the Contractor shall not use any workplace training that inculcates in its employees any form of race or sex stereotyping or any form of race or sex scapegoating, including the concepts that—

- (1) One race or sex is inherently superior to another race or sex;
- (2) An individual, by virtue of his or her race or sex, is inherently racist, sexist, or oppressive, whether consciously or unconsciously;
- (3) An individual should be discriminated against or receive adverse treatment solely or partly because of his or her race or sex;
- (4) Members of one race or sex cannot and should not attempt to treat others without respect to race or sex;
- (5) An individual’s moral character is necessarily determined by his or her race or sex;

(6) An individual, by virtue of his or her race or sex, bears responsibility for actions committed in the past by other members of the same race or sex; Attachment Class Deviation 2021-O0001 Combating Race and Sex Stereotyping  
(7) Any individual should feel discomfort, guilt, anguish, or any other form of psychological distress on account of his or her race or sex; or

(8) Meritocracy or traits such as a hard work ethic are racist or sexist, or were created by a particular race to oppress another race.

(d) *Notice.* The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice provided below advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

### **NOTICE**

#### **E.O. 13950, Combating Race and Sex Stereotyping Employers Holding Federal Contracts or Subcontracts**

Contractors shall not use any workplace training that inculcates in its employees any form of race or sex stereotyping or any form of race or sex scapegoating, including the following concepts that—

- (1) One race or sex is inherently superior to another race or sex;
- (2) An individual, by virtue of his or her race or sex, is inherently racist, sexist, or oppressive, whether consciously or unconsciously;
- (3) An individual should be discriminated against or receive adverse treatment solely or partly because of his or her race or sex;
- (4) Members of one race or sex cannot and should not attempt to treat others without respect to race or sex;
- (5) An individual's moral character is necessarily determined by his or her race or sex;
- (6) An individual, by virtue of his or her race or sex, bears responsibility for actions committed in the past by other members of the same race or sex;
- (7) Any individual should feel discomfort, guilt, anguish, or any other form of psychological distress on account of his or her race or sex; or
- (8) Meritocracy or traits such as a hard work ethic are racist or sexist, or were created by a particular race to oppress another race.

For use in this notice—

“Race or sex scapegoating” means assigning fault, blame, or bias to a race or sex, or to members of a race or sex because of their race or sex; and

“Race or sex stereotyping” means ascribing character traits, values, moral and ethical codes, privileges, status, or beliefs to a race or sex, or to an individual because of his or her race or sex.

Any person who believes a Contractor has violated its nondiscrimination or affirmative action obligations under this notice should immediately contact the Office of Federal Contract Compliance Programs (OFCCP) Complaint Hotline to Combat Race and Sex Stereotyping at 202-343-2008 or via email at [OFCCPComplaintHotline@dol.gov](mailto:OFCCPComplaintHotline@dol.gov).

**(End of notice)**

(e) *Noncompliance*. In the event it is determined that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in E.O. 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in E.O. 11246, as amended; in the rules, regulations, and orders of the Secretary of Labor; or as otherwise provided by law.

(f) *Subcontracts*. (1) The Contractor shall include the substance of this clause, including this paragraph (f), in all subcontracts that exceed \$10,000 and are not exempted by the rules, regulations,

or orders of the Secretary of Labor issued under E.O. 11246, as amended, so that these terms and conditions will be binding upon each subcontractor.

(2) The Contractor shall take such action with respect to any subcontract as the Director of OFCCP may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance, provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

(End of clause)

## **252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)**

(a) Definitions. As used in this clause--

Department of Defense Activity Address Code (DoDAAC) is a six position code that uniquely identifies a unit, activity, or organization.

Document type means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

Local processing office (LPO) is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall--

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self- registration available at this Web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through

WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at <https://wawf.eb.mil/>.

(e) WAWF methods of document submission. Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) Document type. The Contractor shall use the following document type(s).

**Supply Combo Invoice & Receiving Report (FFP Supply CLINS) Invoice 2-in-1 (Services only) – Fixed Price Task Orders Cost Voucher – CPFF Task Orders**

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

**Inspection Location: Destination Acceptance Location: Destination**

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	HQ0338
Issue By DoDAAC	N65236
Admin DoDAAC	S2101A
Inspect By DoDAAC	N65236
Ship To Code	As specified on task order
Ship From Code	N/A
Mark For Code	As specified on task order
Service Approver (DoDAAC)	N65236
Service Acceptor (DoDAAC)	N65236
Accept at Other DoDAAC	N/A
LPO DoDAAC	N65236

DCAA Auditor

DoDAAC HAA450

Other DoDAAC(s)

N/A

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the email address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

*\* Send e-mail to COR's e-mail address as shown in the task order.*

(g)WAWF point of contact. (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

(2) For technical WAWF help, contact the WAWF helpdesk a

866-618-5988. (End of clause)

**5252.201-9201 DESIGNATION OF CONTRACTING OFFICER'S REPRESENTATIVE  
(MAR 2006)**

(a) The Contracting Officer hereby appoints the following individual as Contracting Officer's Representative(s) (COR) for this contract/order:

**CONTRACTING OFFICER REPRESENTATIVE\***

Name:

Code:

Address:  
s:

Phone

Number: E-mail:

(b) It is emphasized that only the Contracting Officer has the authority to modify the terms of the contract, therefore, in no event will any understanding agreement, modification, change order, or other matter deviating from the terms of the basic contract between the Contractor and any other person be effective or binding on the Government. When/If, in the opinion of the Contractor, an



effort outside the existing scope of the contract is requested, the Contractor shall promptly notify the PCO in writing. No action shall be taken by the Contractor unless the Procuring Contracting Officer (PCO) or the Administrative Contracting Officer (ACO) has issued a contractual change.

***\*Contracting Officer Representatives will be assigned in each individual delivery/ task order.***

(End of clause)

#### **5252.232-9206 SEGREGATION OF COSTS (DEC 2003)**

(a) **The Contractor agrees to segregate costs incurred under this contract at the lowest level of performance, either task or subtask, rather than on a total contract basis, and to submit invoices reflecting costs incurred at that level. Invoices shall contain summaries of work charged during the period covered, as well as overall cumulative summaries by labor category for all work invoiced to date, by line item, task or subtask.**

(b) Where multiple lines of accounting are present, the ACRN preceding the accounting citation will be found in Section B and/or Section G of the contract or in the task or delivery order that authorizes work. Payment of Contractor invoices shall be accomplished only by charging the ACRN that corresponds to the work invoiced.

(c) Except when payment requests are submitted electronically as specified in the clause at DFARS 252.232- 7003, Electronic Submission of Payment Requests, one copy of each invoice or voucher will be provided, at the time of submission to DCAA:

(1) to the Contracting Officer's Representative or the Technical Representative of the Contracting Officer, and to the Procuring Contracting Officer

(End of clause)

#### **5252.232-9210 LIMITATION OF LIABILITY--INCREMENTAL FUNDING (JAN 1992)**

This task order, when specified, may be incrementally funded and the amount currently available for payment hereunder is limited to TBD inclusive of fee. It is estimated that these funds will cover the cost of performance through TBD. Subject to the provisions of the FAR 52.232-22 "Limitation of Funds" clause of this contract, no legal liability on the part of the Government for payment in excess of \$ \* shall arise unless additional funds are made available and are incorporated as modifications to this contract.

(End of clause)

#### **52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

[Http://farsite.hill.af.mil](http://farsite.hill.af.mil)

**52.215-21 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA -- MODIFICATIONS (OCT 2010)--ALTERNATE III (OCT 1997)**

(a) Exceptions from cost or pricing data. (1) In lieu of submitting cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.403-4 on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable--

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Information on modifications of contracts or subcontracts for commercial items. (A) If--

(1) The original contract or subcontract was granted an exception from cost or pricing data requirements because the price agreed upon was based on adequate price competition or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item; and

(2) The modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.

(B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include--

(1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying

office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.

(2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.

(3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the Contractor is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The Contractor shall submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(c) Submit the cost portion of the proposal via the following electronic media: [email](#)  
As soon as practicable after agreement on price, but before award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of clause)

## **52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days .

In the context of an indefinite delivery contract, this clause operates to extend the ordering period. When exercised, the clause will use the rates of the performance period being extended.

(End of clause)

**52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**

- (a) The Government may extend the term of this contract by written notice to the Contractor within 30 days of contract expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 66 months.